

**RAUL RIVERO**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. 003		3. EFFECTIVE DATE 04/20/2010	4. REQUISITION/PURCHASE REQ. NO. FQ 1088-09-FQ-00486
5. PROJECT NO. (If applicable)			
ISSUED BY Office of Cuba Broadcasting 4201 NW 77th Ave Miami, FL 33166		CODE OCB	7. ADMINISTERED BY (If other than item 6) CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code) RAUL RIVERO OFFICE OF CUBA BROADCASTING (b) (6)		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. BBG45-E-10-0061
			10B. DATED (SEE ITEM 11) 10/15/2009
CODE RIVER0893		FACILITY CODE 001	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended,

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
2010-0206-OCB-1088-8050-2580-448421

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

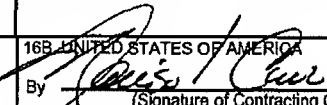
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR CLAUSE 52.232-18 AVAILABILITY OF FUNDS

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This Order is hereby modified to increase number of assignments, increase funds, change Contracting Officer from Gery Fletcher to Marisol Cruz and extend services thru 6/30/10.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marisol Cruz	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By  (Signature of Contracting Officer)	16C. DATE SIGNED 04/20/2010

# Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
DS	Continuation Sheet.....	1

*Summary Info Continuation Page  
Continuation Sheet*

1	Original : 26.000000 Change: 13.000000 Total : 39.000000	EA	Original: \$100.0000 Change: \$0.0000 Total: \$100.0000	Original:\$2,600.00 Change: \$1,300.00 Total: \$3,900.00
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**Period of Performance:** 10/01/2009 - 06/30/2010

**Description:** Radio News program participant in accordance with attached statement of work.

**Extended Description:**

**Delivery Schedule:**

Delivery Number	Delivery Date	Quantity
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**Contract/BPA Number:** - 1

1.  
2010-0206-OCB-1088-8050-2580-448421  
Original Total: \$2,600.00  
Change Total: \$1,300.00  
Total: \$3,900.00

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**Accounting Line Accounting and Appropriations Data:**

**Accounting and Funding Total:**

Previous Total: \$2,600.00  
Modification Total: \$1,300.00  
Grand Total: \$3,900.00

**IDC Constraints Line Item**

Line Number	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
1	0.000000	\$0.00	0.000000	\$0.00

*Descriptions & Specifications  
IDC Constraints Document*

*Packaging and Marking*

*Inspection and Acceptance**Deliveries or Performance***PERIOD OF PERFORMANCE**

ITEM	START	END
1	10/01/2009	06/30/2010

---

*Contract Administration Data*  
*Accounting Data*

*Special Contract Requirements**Contract Clauses**Exhibits and Attachments TOC*

Identifier	Title	Date	Number of Pages
4	MOD003 Signed SF30	04/20/2010	1

<b>BROADCASTING BOARD OF GOVERNORS</b> <b>MOMENTUM REQUISITION</b>						1. MOMENTUM DOCUMENT NO. <b>FQ1088-09-FQ-00486</b>																									
<b>DELIVERY LOCATION OR PLACE OF PERFORMANCE</b> Office of Cuba Broadcasting, 4201 NW 77th Ave Miami, FL 33166						2. DATE OF REQUISITION <b>04/06/2010</b>																									
7. RECOMMENDED SOURCE <b>(b)(6) - RAUL RIVERO</b>						4. SECURITY ORGANIZATION <b>BBGORG</b>																									
8. APPROVALS						5. NAME OF ORIGINATOR <b>Teresa Candiani</b>																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">APPROVING OFFICIALS</th> <th style="width: 15%;">ROUTING SYMBOL</th> <th style="width: 10%;">DATE</th> <th colspan="2" style="width: 45%;">INTERNAL ROUTING</th> </tr> <tr> <th></th> <th></th> <th></th> <th style="width: 10%;">INITIALS</th> <th style="width: 35%;">ROUTING SYMBOL</th> </tr> </thead> <tbody> <tr> <td>G Rosal</td> <td></td> <td>4/5/10</td> <td></td> <td></td> </tr> <tr> <td>Pedro V Roig</td> <td>OCB Dir</td> <td>4/6/10</td> <td>PK</td> <td></td> </tr> <tr> <td>Bill Russell</td> <td>OCB/A</td> <td>4/7/10</td> <td></td> <td></td> </tr> </tbody> </table>						APPROVING OFFICIALS	ROUTING SYMBOL	DATE	INTERNAL ROUTING					INITIALS	ROUTING SYMBOL	G Rosal		4/5/10			Pedro V Roig	OCB Dir	4/6/10	PK		Bill Russell	OCB/A	4/7/10			6. PHONE NO. OF ORIGINATOR <b>305-437-7001</b>
APPROVING OFFICIALS	ROUTING SYMBOL	DATE	INTERNAL ROUTING																												
			INITIALS	ROUTING SYMBOL																											
G Rosal		4/5/10																													
Pedro V Roig	OCB Dir	4/6/10	PK																												
Bill Russell	OCB/A	4/7/10																													
12. ACCOUNTING AND APPROPRIATION DATA <b>OCB 1088 2010 0206 448421 8050 2580</b>						9. NAME OF ACTUAL REQUESTOR <b>Clara Dominguez</b>																									
13. REQUIRED DELIVERY DATE						10. PHONE NO. OF ACTUAL REQUESTOR																									
11. GOVERNMENT FURNISHED PROPERTY <input type="checkbox"/> YES <input type="checkbox"/> NO																															
14. ITEM NO.      15. DESCRIPTION OF ARTICLES OR SERVICES      16. QUANTITY      17. UNIT      18. UNIT PRICE      19. AMOUNT																															
1	Requisition Amendment No. 003 Amended on 04/06/2010  Services Request for program participant on Raul Rivero - Las Noticias Como Son 1 ea weekly assignment at \$100.00 thru Dec 31, 2009. (13 at \$100.00-\$1,300.00). Subject to availability of funds for 2010 fiscal year.  Amend 1088-09-FQ-00486 extend services and increase funds 4-1-10 to 6-30-10 add 13 at \$1,300.00.  <p style="text-align: center;">— FUNDING SUMMARY —</p> OCB 1088 2010 0206 448421 8050 2580 <b>\$3,900.00</b>  An additional amount of 10% or \$1,000.00, whichever is less, may be applied without additional approval when Procurement processes the award.					39.00	EA	100.00	3,900.00																						
20. TOTAL AMOUNT OF ALL PAGES <b>\$3,900.00</b>																															

HELD

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. 002	3. EFFECTIVE DATE 01/11/2010	4. REQUISITION/PURCHASE REQ. NO. FQ 1088-09-FQ-00486	5. PROJECT NO. (If applicable)
6. ISSUED BY Office of Cuba Broadcasting 4201 NW 77th Ave Miami, FL 33168	CODE OCB	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code) RAUL RIVERO (b) (6)		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. BBG45-E-10-0061
			10B. DATED (SEE ITEM 11) 10/15/2009
CODE (b) (6)		FACILITY CODE 001	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
2010-0206-OCB-1088-8050-2580-448421

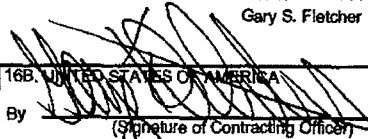
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-18 Availability of Funds (Apr 1984)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
This modification is issued to add assignments and extend the period of performance.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gary S. Fletcher	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By  (Signature of Contracting Officer)	16C. DATE SIGNED 01/11/2010

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

*Summary Info Continuation Page*  
*Continuation Sheet*

Number	Quantity	Unit of Issue	Unit Price	Total Cost (inc. disc and tax)
1	Original : 13.000000	EA	Original: \$100.0000	Original: \$1,300.00
	Change: 13.000000		Change: \$0.0000	Change: \$1,300.00
	Total : 26.000000		Total: \$100.0000	Total: \$2,600.00

Period of Performance: 10/01/2009 - 04/02/2010

Description: Radio News program participant in accordance with attached statement of work.

Extended Description:

Delivery Schedule:

Delivery Number	Delivery Date	Quantity
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Contract/BPA Number: - 1

1.  
 2010-0206-OCB-1088-8050-2580-448421  
 Original Total: \$1,300.00  
 Change Total: \$1,300.00  
 Total: \$2,600.00

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**Accounting Line Accounting and Appropriations Data:**

**Accounting and Funding Total:**

Previous Total: \$1,300.00  
 Modification Total: \$1,300.00  
 Grand Total: \$2,600.00

**IDC Constraints Line Item**

Line Number	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
1	0.000000	\$0.00	0.000000	\$0.00

*Descriptions & Specifications*  
*IDC Constraints Document*

*Packaging and Marking*



*Inspection and Acceptance*

*Deliveries or Performance*

**PERIOD OF PERFORMANCE**

<b>ITEM</b>	<b>START</b>	<b>END</b>
1	10/01/2009	04/02/2010

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*Contract Administration Data*  
*Accounting Data*

*Special Contract Requirements*

*Contract Clauses*

*Exhibits and Attachments TOC*

<b>BROADCASTING BOARD OF GOVERNORS</b> <b>MOMENTUM REQUISITION</b>						1. MOMENTUM DOCUMENT NO. <b>FQ1088-09-FQ-00486</b>																									
DELIVERY LOCATION OR PLACE OF PERFORMANCE <div style="text-align: center;">Office of Cuba Broadcasting, 4201 NW 77th Ave Miami, FL 33166</div>						2. DATE OF REQUISITION <b>12/02/2009</b>																									
7. RECOMMENDED SOURCE <b>(b) (6) - RAUL RIVERO</b>						4. SECURITY ORGANIZATION <b>BBGORG</b>																									
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1	<p>Requisition Amendment No. 002 Amended on 12/02/2009</p> <p>Services Request for program participant on Raul Rivero - Las Noticias Como Son 1 ea weekly assignment at \$100.00 thru Dec 31, 2009. (13 at \$100.00-\$1,300.00). Subject to availability of funds for 2010 fiscal year.</p> <p>To amend 1088-09-FQ-00486 for 2nd QTR Jan 1 to Mar 31, 2010. 13 assignments at \$100.00 ea. - <u>\$1,300.00.</u></p> <p style="text-align: center;">— FUNDING SUMMARY —</p> <p>OCB 1088 2010 0206 448421 8050 2580 \$2,600.00</p> <p>An additional amount of 10% or \$1,000.00, whichever is less, may be applied without additional approval when Procurement processes the award.</p>	26.00	EA	100.00	2,600.00																										
20. TOTAL AMOUNT OF ALL PAGES <b>\$2,600.00</b>																															

 OCB  
 ADMINISTRATION DEPT.  
 2009 DEC -2 PM 3:07

HELD

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. 001		3. EFFECTIVE DATE 11/06/2009	4. REQUISITION/PURCHASE REQ. NO. FQ 1088-09-FQ-00486	
5. PROJECT NO. (If applicable)				
6. ISSUED BY Office of Cuba Broadcasting 4201 NW 77th Ave Miami, FL 33166		CODE OCB	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)  RAUL RIVERO (b) (6)			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. BBG45-E-10-0061
				10B. DATED (SEE ITEM 11) 10/15/2009
CODE (b) (6)		FACILITY CODE 001		

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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12. ACCOUNTING AND APPROPRIATION DATA (If required)  
2010-0206-OCB-1088-8050-2580-448421

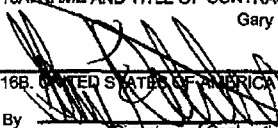
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-18 Availability of Funds (Apr 1984)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
This modification is issued to extend the period of performance and add assignments.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gary S. Fletcher	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By  (Signature of Contracting Officer)	16C. DATE SIGNED 11/06/2009

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

*Summary Info Continuation Page*  
*Continuation Sheet*

Number	Quantity	Unit of Issue	Unit Price	Total Cost ( inc. disc and tax)
1	Original : 5.000000	EA	Original: \$100.0000	Original:\$500.00
	Change: 8.000000		Change: \$0.0000	Change: \$800.00
	Total : 13.000000		Total: \$100.0000	Total: \$1,300.00

**Period of Performance:** 10/01/2009 - 12/18/2009

**Description:** Radio News program participant in accordance with attached statement of work.

**Extended Description:**

**Delivery Schedule:**

Delivery Number	Delivery Date	Quantity
-----------------	---------------	----------

**Contract/BPA Number:** - 1

1.  
 2010-0206-OCB-1088-8050-2580-448421  
 Original Total: \$500.00  
 Change Total: \$800.00  
 Total: \$1,300.00

---

**Accounting Line Accounting and Appropriations Data:**

**Accounting and Funding Total:**

Previous Total: \$500.00  
 Modification Total: \$800.00  
 Grand Total: \$1,300.00

**IDC Constraints Line Item**

Line Number	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
1	0.000000	\$0.00	0.000000	\$0.00

*Descriptions & Specifications*  
*IDC Constraints Document*

*Packaging and Marking*

*Inspection and Acceptance*

*Deliveries or Performance*

**PERIOD OF PERFORMANCE**

<b>ITEM</b>	<b>START</b>	<b>END</b>
1	10/01/2009	12/18/2009

---

*Contract Administration Data*

*Accounting Data*

*Special Contract Requirements*

*Contract Clauses*

*Exhibits and Attachments TOC*

**ORDER FOR SUPPLIES OR SERVICES****IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 10/15/2009		2. CONTRACT NO. (If any) BBG45-A-08-0080		6. SHIP TO:	
3. ORDER NO. BBG45-E-10-0061		4. REQUISITION/REFERENCE NO. FQ 1088-09-FQ-00486		a. NAME OF COSIGNEE Office of Cuba Broadcasting	
5. ISSUING OFFICE (Address correspondence to) Office of Cuba Broadcasting, 4201 NW 77th Ave, Miami, FL 33166				b. STREET ADDRESS 4201 NW 77th Ave	
7. TO:				c. CITY Miami	d. STATE FL
				e. ZIP CODE 33166	
a. NAME OF CONTRACTOR RAUL RIVERO				f. SHIP VIA	
b. COMPANY NAME RAUL RIVERO				8. TYPE OF ORDER	
c. STREET ADDRESS (b) (6)				<input type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY (b) (6)				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
e. STATE				f. ZIP CODE	
9. ACCOUNTING AND APPROPRIATION DATA 2010-0208-OCB-1088-8050-2580-448421				10. REQUISITIONING OFFICE Office of Cuba Broadcasting, 4201 NW 77th Ave, Miami, FL 33166	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION	b. ACCEPTANCE			16. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %	

**17. SCHEDULE (See reverse for Rejections)**

LINE NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
See Lines						

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$500.00	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME						\$500.00	17(i) GRAND TOTAL
	b. STREET ADDRESS(or P.O. Box)							
c. CITY				d. STATE	e. ZIP CODE			
22. UNITED STATES OF AMERICA BY (Signature)						23. NAME (Typed) Gary S. Fletcher TITLE: CONTRACTING/ORDERING OFFICER		

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION NOT USABLE

Generated by: AMS

**OPTIONAL FORM 347 (REV. 4/2006)**  
Prescribed by GSA/FAR 48 CFR 53.213(f)

*Summary Info Continuation Page  
Continuation Sheet*

Number	Quantity	Unit of Issue	Unit Price	Total Cost (inc. disc and tax)
1	Total : 5.000000	EA	Total: \$100.0000	Total: \$500.00

**Period of Performance:** 10/01/2009 - 10/31/2009

**Description:** Radio News program participant in accordance with attached statement of work.

**Extended Description:**

**Delivery Schedule:**

Delivery Number	Delivery Date	Quantity
-----------------	---------------	----------

**Contract/BPA Number:** - 1

1.  
2010-0206-OCB-1068-8050-2580-448421  
Total: \$500.00

---

**Accounting Line Accounting and Appropriations Data:**

**Accounting and Funding Total:**

Grand Total: \$500.00

**IDC Constraints Line Item**

Line Number	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
1	0.000000	\$0.00	0.000000	\$0.00

*Descriptions & Specifications  
IDC Constraints Document*

*Packaging and Marking*

*Inspection and Acceptance*

*Deliveries or Performance*  
**PERIOD OF PERFORMANCE**

ITEM	START	END
1	10/01/2009	10/31/2009

---

*Contract Administration Data*  
*Accounting Data*

*Special Contract Requirements*

*Contract Clauses*

*Exhibits and Attachments TOC*



## STATEMENT OF WORK

FOR: COMBINATION SERVICES; ORIGINAL WRITING AND VOICING  
OFFICE OF CUBA BROADCASTING – RADIO MARTI

PROGRAM NAME: RM NEWS – LAS NOTICIAS COMO SON

VENDOR: RAUL RIVERO

### Contractor Performance Requirements:

The contractor's shall perform a combination of services, original writing, voicing, researching topics to be discussed with respect to the OCB material for commentaries and special features. The contractor shall produce not less than 30 minutes broadcast material and may be required to provide one re-write of material submitted.

### Deadliness:

All work performed under this contract shall be completed and delivered within the time agreed upon by the contractor and the ordering office.

### Special Expertise Needed:

Contractor should have extensive knowledge of Cuba, its people, culture, institutions and political situation; ability to adapt English material, radio broadcast news experience, Journalism experience is also required.

### Assignment Rate and Estimate Usage of Contractor:

The estimated number of assignments is 1 weekly assignment at \$100.00 ea.. (See contracting for Talent and Other Professional Services Handbooks; Descriptions and Prices B.3.a.3.)

### Government Furnished Equipment:

The Contractor shall have access to the Agency's computer system and video equipment to perform the specific tasks assigned to him/her. Personal use of Government computers and other equipment is prohibited.

### Submission of Invoices:

The contractor shall submit a detailed invoice of the services performed and accepted by the Government.

### Contractor Performance Evaluation Criteria:

The quality and efficiency of the services performed by the Contractor shall be reviewed on a regular basis to ensure that the contractor is meeting the requirements of the Agency.

### Purchase Order Term and Obligation of Parties:

The term of this purchase order shall be for 13 weeks.

The contractor is obligated to furnish services up to the estimated amount of \$1,300.00. Additional services in excess of estimated amount may be requested provided upon the

mutual consent of the parties as indicated by the offer and acceptance of additional orders. The Agency may terminate this purchase order at its convenience at anytime if services are no longer needed or if in the event of unsatisfactory performance or improper conduct on the part of the Contractor.

Justification for Recommendation of Contractor:

This individual meets all performance criteria for this requirement, including all special knowledge and experience as described above. The Contractor has performed these services for Radio Marti-Office of Cuba Broadcasting during the past year. The result and benefit of this experience will greatly enhance programming. The Contractor was recommended based on his/her experience and qualification.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. 001		3. EFFECTIVE DATE 10/01/2009	4. REQUISITION/PURCHASE REQ. NO. FQ 1088-08-FQ-00145
5. PROJECT NO. (If applicable)			
6. ISSUED BY Office of Cuba Broadcasting 4201 NW 77th Ave Miami, FL 33166		7. ADMINISTERED BY (If other than Item 6)	
CODE		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code) RAUL RIVERO (b) (6)		(X) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. BBG45-A-09-0090	
		X 10B. DATED (SEE ITEM 11) 10/01/2008	
CODE (b) (6)		FACILITY CODE 001	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
2009-0206-OCB-1088-9050-2580-448421

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
This modification is issued to extend this agreement.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gary S. Fletcher	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By _____ (Signature of Contracting Officer)	16C. DATE SIGNED 10/01/2009

NSN 7540-01-152-8079  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
CS	Continuation Sheet.....	i

*Summary Info Continuation Page  
Continuation Sheet*

Number	Quantity	Unit of Issue	Unit Price	Total Cost (Inc. disc and tax)
1	Original : 0.000000	EA	Original: \$0.0000	Original:\$0.00
	Change: 0.000000		Change: \$0.0000	Change: \$0.00
	Total : 0.000000		Total: \$0.0000	Total: \$0.00

**Period of Performance:** 10/01/2008 - 09/30/2011

**Description:** Radio News combination of services IAW IBB/BBG paragraph B.3.a.3 (page IV-4). Each order will indicate rates and assignment cost. Attached Scope of Work & IBB-999 apply.

**Extended Description:**

**Delivery Schedule:**

Delivery Number	Delivery Date	Quantity
-----------------	---------------	----------

1.  
2009-0206-OCB-1088-8050-2580-448421  
Original Total: \$0.00  
Change Total: \$0.00  
Total: \$0.00

---

**Accounting Line Accounting and Appropriations Data:**

**Accounting and Funding Total:**

Previous Total: \$0.00  
Modification Total: \$0.00  
Grand Total: \$0.00

**IDC Constraints Line Item**

Line Number	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
1	0.000000	\$0.00	0.000000	\$0.00

*Descriptions & Specifications  
IDC Constraints Document*

*Packaging and Marking*

*Inspection and Acceptance*

*Deliveries or Performance*

**PERIOD OF PERFORMANCE**

<b>ITEM</b>	<b>START</b>	<b>END</b>
1	10/01/2008	09/30/2011

---

*Contract Administration Data*  
*Accounting Data*

*Special Contract Requirements*

*Contract Clauses*

*Exhibits and Attachments TOC*

PRICE PROPOSAL

Specify services to be provided:

Services requested for (One assignment per week in the news magazine "Las Noticias Como Son") based on a price per completed assignment is proposed at an amount of \$ 100.00, per assignment.

DATE: 22-09-2009

PRINTED NAME OF VENDOR: RAUL RAMON RIVERO

PHONE NUMBER: (b) (6)

E-MAIL ADDRESS: (b) (6)

SIGNATURE OF VENDOR: Ra R C

**MEMO TO: OCB/A: Irv Rubenstein**

**FROM: OCB/RNB: Clara Dominguez, Chief, Radio News Branch**

**RE: Technical Review and Recommended Contractor**

The Office of Cuba Broadcasting/Radio News Branch has a requirement for a contractor to provide services as such as found in Part IV, paragraph B.#.a.3 of the IBB Contracting and Talent and Other Professional Services Handbook. Radio News is looking for a vendor from Europe to participate in a daily news analysis program called Las Noticias Como Son. The program format calls for experts to discuss the most important events in Cuba as well as US and international news. Thus we need a wide spectrum of experts located in different parts of the world to add breath to the analysis and commentary. Participation would entail one assignment per week.

The individual we are looking for such have ample experience and knowledge on Cuban and international affairs. Out of the few choices we have from the talent pool provided by the Office of Administration we find that Mr. Raul Rivero is the best option for this requirement. Mr. Rivero is at present a journalist for the leading Spanish newspaper El Mundo and also participates in a weekly television program in Spain on international news events. Mr. Rivero was one of the leaders of the independent journalist movement in Cuba, organizing one of the most successful independent news agencies in Cuba prior to his arrest in 2003. His work as leader of the independent news media in the island granted him a number of prestigious awards including the Guillermo Cano Award given each year by the United Nations Organization for Education, Science and Culture, the Maria Moors Cabot Award granted each year by the Colombia University School of Journalism and the Award for Valor given by Reporters Without Borders. His insight into Cuba and knowledge of Cuban affairs make him an outstanding contributor to our programming.

We also looked at Mr. Manuel Vazquez Portal and Mr. Miguel Saludes but did not find that they have the same qualifications as Mr. Rivero as such a prominent figure as an intellectual, award winner and leader of independent journalism in Cuba.

We did not find that the employees being separated could do this job.



BROADCASTING BOARD OF GOVERNORS MOMENTUM REQUISITION						1. MOMENTUM DOCUMENT NO. FQ1088-09-FQ-00486	
DELIVERY LOCATION OR PLACE OF PERFORMANCE  Office of Cuba Broadcasting, 4201 NW 77th Ave Miami, FL 33166						2. DATE OF REQUISITION 09/23/2009	
						4. SECURITY ORGANIZATION BBGORG	
7. RECOMMENDED SOURCE (b)(6) - RAUL RIVERO <div style="text-align: right; margin-top: 10px;">E-10-0061</div>						5. NAME OF ORIGINATOR Teresa Candiani	
						6. PHONE NO. OF ORIGINATOR 305-437-7001	
8. APPROVALS							
APPROVING OFFICIALS		ROUTING SYMBOL	DATE	INTERNAL ROUTING		9. NAME OF ACTUAL REQUESTOR Clara Dominguez	
				INITIALS	ROUTING SYMBOL		
CLARA DOMINGUEZ			9-29-09	[Signature]		10. PHONE NO. OF ACTUAL REQUESTOR	
Pedro V Roig		OCB Dir	9-29-09	[Signature]			
Bill Russell		OCB LA	10/1/09	[Signature]		11. GOVERNMENT FURNISHED PROPERTY <input type="checkbox"/> YES <input type="checkbox"/> NO	
12. ACCOUNTING AND APPROPRIATION DATA OCB 1088 2010 0206 448421 8050 2580							
13. REQUIRED DELIVERY DATE							
14. ITEM NO.	15. DESCRIPTION OF ARTICLES OR SERVICES	16. QUANTITY	17. UNIT	18. UNIT PRICE	19. AMOUNT		
1	Services Request for program participant on Raul Rivero - Las Noticias Como Son 1 ea weekly assignment at \$100.00 thru Dec 31, 2009. (13 at \$100.00-\$1,300.00). Subject to availability of funds for 2010 fiscal year.  <div style="margin-left: 40px;">             FUND THRU 31 Oct: 5 EA                                            \$100                                            \$500           </div> <div style="text-align: center;">— FUNDING SUMMARY —</div> OCB 1088 2010 0206 448421 8050 2580 \$0.00  An additional amount of 10% or \$1,000.00, whichever is less, may be applied without additional approval when Procurement processes the award.  <div style="margin-left: 20px;">             11/2/09 FUND THRU 18 Dec:              Total: 13 ea @ \$100 = \$1,300.-           </div>	0.00	EA	0.00	<div style="writing-mode: vertical-rl; transform: rotate(180deg);">             OCB              ADMINISTRATION DEPT.              2009 SEP 30 PM 2:27           </div>		
20. TOTAL AMOUNT OF ALL PAGES \$0.00							

HELD

RAUL RAMON RIVERO CASTAÑEDA

(b) (6)

(b) (6)

From April 2005 to present

Commentator for the daily newspaper El Mundo.

Contributing editor for the magazine El Cultural

Writer for the magazine Siete Leguas, specializing in tourism

Regular participant in a television program on Spanish television dealing with international affairs, particularly Latinamerican issues. Radio Marti.

From 1996 to present

Columnist for El Nuevo Herald from Spain and prior to writing from Spain I wrote for the paper from Cuba as El Nuevo Herald correspondent from the Island.

In 1995-Created the Independent Press Agency in Cuba Cubapress.

Creator and founder of the dissident journalist organization Sociedad Manuel Marquez Sterling.

In 1997 I received the yearly award granted by Reporters Without Borders, a French organization dedicated to the defense of freedom of the press.

In 2002 I received the Maria Moors Cabot Award granted by the School of Journalism of the University of Columbia in New York.

In 2003 I received an award from the Spanish daily El Mundo.

In 2004 I was granted the Guillermo Cano award for excellence in Journalism, granted by UNESCO, the United Nations Organization for the development of culture.

2010 APR 30 AM 10:16  
 2010 APR 30 AM 10:16

Raul Rivero  
 c/o Radio Marti  
 4201 NW 77 Ave  
 Miami, FL 33166

INVOICE #: 00486-7 PO#: BBG45-E-10-0061 INV DATE: 04-29-10  
 DESCRIPTION OF SERVICES:  
 The Contractor's shall perform a combination of services, original writing, voicing,  
 researching topics to be discussed with respect to the OCB material for commentaries and  
 special features.

PROGRAM NAME	DATE DELIVERED	UNIT	QTY	TOTAL
Las Noticias como Son	04-05-10	\$ 100.00	1	\$ 100.00
Las Noticias como Son	04-12-10	\$ 100.00	1	\$ 100.00
Las Noticias como Son	04-19-10	\$ 100.00	1	\$ 100.00
Las Noticias como Son	04-26-10	\$ 100.00	1	\$ 100.00

Toral.....\$ 400.00

BBG45-E-10-0061 1. 100.00

Obligation Number Line # & Amount

4-30-10 4-26-10

Received Date Acceptance Date

certified goods and services indicated on the invoice have been received by the HRC and are accepted

4/30

4/30/10

Administrative Officer Date

30477.704

2010 MAR 31 AM 8:05

The Contractor's shall perform a combination of services, original writing, voicing, researching topics to be discussed with respect to the OCB material for commentaries and special features.

PROGRAM NAME	DATE DELIVERED	UNIT	QTY	TOTAL
Las Noticias como Son	03-01-10	\$ 100.00	1	\$ 100.00
Las Noticias como Son	03-08-10	\$ 100.00	1	\$ 100.00
Las Noticias como Son	03-15-10	\$ 100.00	1	\$ 100.00
Las Noticias como Son	03-22-10	\$ 100.00	1	\$ 100.00
Las Noticias como Son	03-29-10	\$ 100.00	1	\$ 100.00

Total.....\$ 500.00

66645-510-0061 1-500.

Obligation Number	Line # & Amount
3-30-10	3-29-10
Received Date	Acceptance Date
I certify the goods and services indicated on the invoice have been received by the DDCI and are acceptable.	
<i>[Signature]</i> 3/30	
Special Agent in Charge, DDCI and ARCC (Date)	
<i>[Signature]</i> 2/1/00	
Special Agent in Charge, ARCC (Date)	
Special Agent in Charge, Office Phone Number	
304 51 74	

Raul Rivero  
c/o Radio Marti  
4201 NW 77 Ave  
Miami, FL 33166

OCB  
2010 MAR -3 AM 9:47

INVOICE #: 00486-5 PO#: BBG45-E-10-0061 INV DATE: 02-22-10

DESCRIPTION OF SERVICES:

The Contractor's shall perform a combination of services, original writing, voicing, researching topics to be discussed with respect to the OCB material for commentaries and special features.

PROGRAM NAME	DATE DELIVERED	UNIT	QTY	TOTAL
Las Noticias Como Son	02-01-10	\$ 100.00	1	\$ 100.00
Las Noticias Como Son	02-08-10	\$ 100.00	1	\$ 100.00
Las Noticias Como Son	02-15-10	\$ 100.00	1	\$ 100.00
Las Noticias Como Son	02-22-10	\$ 100.00	1	\$ 100.00

Totla.....\$ 400.00

BBG45-E-10-0061 1 of 400.-	
Obligation Number	Line # & Amount
3-3-10	2-22-10
Received Date	Acceptance Date
I certify the goods and services indicated on the invoice have been received by the BBO and are acceptable.	
Signature of Receiver/Official/ARCO Date 3/3	
Signature of Administrative Officer Date 3/3/10	
Administrative Officer Phone Number 3054377032	

Raul Rivero  
c/o Radio Marti  
4201 NW 77 Ave  
Miami, FL 33166

2010 JAN 29 AM 9:27

INVOICE #: 00486-4 PO#: BBG45-E-10-0061 INV DATE: Jan 29, 2010

DESCRIPTION OF SERVICES:

The Contractor's shall perform a combination of services, original writing, voicing, researching topics to be discussed with respect to the OCB material for commentaries and special features.

PROGRAM NAME	DATE DELIVERED	UNIT	QTY	TOTAL
Las Noticias Como Son	01-04-10	\$ 100.00	1	\$ 100.00
Las Noticias como Son	01-11-10	\$ 100.00	1	\$ 100.00
Las Noticias como Son	01-18-10	\$ 100.00	1	\$ 100.00
Las Noticias como Son	01-25-10	\$ 100.00	1	\$ 100.00

Total.....\$ 400.00

BBG45-E-10-0061 1st 400.-	
Obligation Number	Line # & Amount
1-29-10	1-25-10
Received Date	Acceptance Date
I certify the goods and services indicated on the invoice have been received by the BGC and are acceptable.	
Signature of Receiver (Official, ARCC) Date	
3054371032	
Administrative Office Phone Number	

Raul Rivero  
c/o Radio Marti  
4201 NW 77 Ave  
Miami, FL 33166

OCB  
ADMINISTRATION DEPT  
2010 JAN -8 PM 12:11

INVOICE #: 00486-3

PO#: BBG45-E-10-0061

INV DATE: 12-30-09

DESCRIPTION OF SERVICES:

The Contractor's shall perform a combination of services, original writing, voicing, researching topics to be discussed with respect to the OCB material for commentaries and special features.

PROGRAM NAME	DATE DELIVERED	UNIT	QTY	TOTAL
Las Noticias Como Son	12-07-09	\$ 100.00	1	\$ 100.00
Las Noticias como Son	12-14-09	\$ 100.00	1	\$ 100.00
Las Noticias como Son	12-21-09	\$ 100.00	1	\$ 100.00
Las Noticias como Son	12-28-09	\$ 100.00	1	\$ 100.00

Total.....\$ 400.00

BBG45-E-10-0061 1x 400.-	
Obligation Number	Line # & Amount
1-8-10	12-28-09
Received Date	Acceptance Date
I certify the goods and services indicated on the invoice have been received by the BBG and are acceptable.	
Signature of Receiving Official (ARC) Date	1/8
Signature of Administrative Officer Date	1/2/10
Administrative Officer Phone Number	
3054377032	

OCB  
ADMINISTRATION DEPT.

Raul Rivero  
c/o Radio Marti  
4201 NW 77 Ave  
Miami, FL 33166

2009 DEC -1 AM 9:38

INVOICE #: 00486-2

PO#: BBG45-E-10-0061

INV DATE: 11-30-09

**DESCRIPTION OF SERVICES:**

The Contractor's shall perform a combination of services, original writing, voicing, researching topics to be discussed with respect to the OCB material for commentaries and special features.

PROGRAM NAME	DATE DELIVERED	UNIT	QTY	TOTAL
Las Noticias Como Son	11-02-09	\$ 100.00	1	\$ 100.00
	11-09-09	\$ 100.00	1	\$ 100.00
	11-16-09	\$ 100.00	1	\$ 100.00
	11-22-09	\$ 100.00	1	\$ 100.00
	11-30-09	\$ 100.00	1	\$ 100.00

Total Amt of Invoice: \$ 500.00

Raul Rivero

(b) (6)

BBG45-E-10-0061 / 14 500.-	
Obligation Number	Line # & Amount
12-1-09	11-30-09
Received Date	Acceptance Date
Verify the goods and services indicated on the invoice have been received on the IBIS and its compliance.	
12/1/	
Signature of Receiving Official (ARCO)	Date
Signature of Administrative Officer	Date
Administrative Officer Phone Number	
3054377032	



OCB  
ADMINISTRATION DEPT.  
2009 NOV -2 AM 10:59

Raul Rivero  
c/o Radio Marti  
4201 NW 77 Ave  
Miami, FL 33126

INVOICE # 00486-1

PO# BBG45-E-10-0061

INV DATE: 10-29-09

DESCRIPTION OF SERVICES:

The Contractor's shall perform a combination of services, original writing, voicing, researching topics to be discussed with respect to the OCB material for commentaries and special features.

PROGRAM NAME	DATE DELIVERED	UNIT	QTY	TOTAL
Las Noticias como Son	10-05-09	\$100.00	1	\$ 100.00
	10-12-09	\$100.00	1	\$ 100.00
	10-19-09	\$100.00	1	\$ 100.00
	10-26-09	\$100.00	1	\$ 100.00

Total Amt of Invoice: \$.....\$ 400.00

Raul Rivero  
(b) (6)

BBG45-E-10-0061 14 400-	
Obligation Number	Line # & Amount
11-2-09	10-26-09
Received Date	Acceptance Date
I certify the goods and services indicated on the invoice have been received by the BBG and are acceptable.	
11/2	
Signature of Receiver (FBI/ARCO) Date	
11/3/09	
Signature of Administrative Officer	
Administrative Officer Phone Number	
3054377030	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. 001		3. EFFECTIVE DATE 02/02/2009	4. REQUISITION/PURCHASE REQ. NO. FQ 1088-08-FQ-00145
5. PROJECT NO. (If applicable)			
6. ISSUED BY Office of Cuba Broadcasting 4201 NW 77th Ave Miami, FL 33168	CODE OCB	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)  RAUL RIVERO (b) (6)		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. BBG45-E-09-0092
			10B. DATED (SEE ITEM 11) 10/01/2008
(b) (6)		FACILITY CODE 001	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
2009-0208-OCB-1088-8050-2580-448421

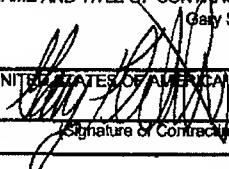
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-18 Availability of Funds (Apr 1984)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
This modification is issued to add 10 assignments and \$1300 to this order.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gail S. Fletcher	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By  (Signature of Contracting Officer)	16C. DATE SIGNED 02/02/2009

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

# Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
CS	Continuation Sheet.....	1

*Summary Info Continuation Page*  
*Continuation Sheet*

Number	Quantity	Unit of Issue	Unit Price	Total Cost (Inc. disc and fee)
1	Original : 13.000000	EA	Original: \$100.0000	Original: \$1,300.00
	Change: 10.000000		Change: \$0.0000	Change: \$1,000.00
	Total : 23.000000		Total: \$100.0000	Total: \$2,300.00

**Period of Performance:** 10/01/2008 - 09/30/2009

**Description:** Radio News combination of services IAW IBB/BBG paragraph B.3.a.3 (page IV-4) and attached statement of work for participation in program Las Noticias como son.

**Extended Description:**

**Delivery Schedule:**

Delivery Number	Delivery Date	Quantity
-----------------	---------------	----------

**Contract/BPA Number:** - 1

1.  
 2009-0206-OCB-1088-8050-2580-448421  
 Original Total: \$1,300.00  
 Change Total: \$1,000.00  
 Total: \$2,300.00

---

**Accounting Line Accounting and Appropriations Data:**

**Accounting and Funding Total:**

Previous Total: \$1,300.00  
 Modification Total: \$1,000.00  
 Grand Total: \$2,300.00

**IDC Constraints Line Item**

Line Number	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
1	0.000000	\$0.00	0.000000	\$0.00

**Descriptions & Specifications**  
**IDC Constraints Document**

**Packaging and Marking**

*Inspection and Acceptance**Deliveries or Performance***PERIOD OF PERFORMANCE**

ITEM	START	END
1	10/01/2008	09/30/2009

---

*Contract Administration Data*  
*Accounting Data*

*Special Contract Requirements**Contract Clauses**Exhibits and Attachments TOC*

Identifier	Title	Date	Number of Pages
1	Statement of Work	10/24/2008	1

<b>BROADCASTING BOARD OF GOVERNORS</b> <b>MOMENTUM REQUISITION</b>						1. MOMENTUM DOCUMENT NO. <b>FQ1088-08-FQ-00145</b>																									
DELIVERY LOCATION OR PLACE OF PERFORMANCE <div style="text-align: center;">Office of Cuba Broadcasting, 4201 NW 77th Ave Miami, FL 33166</div>						2. DATE OF REQUISITION <b>12/03/2008</b>																									
7. RECOMMENDED SOURCE <div style="background-color: black; color: white; padding: 2px;">(b) (6)</div> - RAUL RIVERO						4. SECURITY ORGANIZATION <b>BBGORG</b>																									
8. APPROVALS						5. NAME OF ORIGINATOR <b>Teresa Candiani</b>																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">APPROVING OFFICIALS</th> <th style="width: 15%;">ROUTING SYMBOL</th> <th style="width: 10%;">DATE</th> <th colspan="2" style="width: 45%;">INTERNAL ROUTING</th> </tr> <tr> <td></td> <td></td> <td></td> <td style="width: 15%;">INITIALS</td> <td style="width: 30%;">ROUTING SYMBOL</td> </tr> <tr> <td><i>C. Dominguez</i></td> <td></td> <td><i>12/4</i></td> <td><i>[Signature]</i></td> <td></td> </tr> <tr> <td><i>P. Rios</i></td> <td></td> <td><i>12/4</i></td> <td><i>[Signature]</i></td> <td></td> </tr> <tr> <td><i>Bill Rumbel</i></td> <td><i>OCB/A</i></td> <td><i>11/5/07</i></td> <td></td> <td></td> </tr> </table>						APPROVING OFFICIALS	ROUTING SYMBOL	DATE	INTERNAL ROUTING					INITIALS	ROUTING SYMBOL	<i>C. Dominguez</i>		<i>12/4</i>	<i>[Signature]</i>		<i>P. Rios</i>		<i>12/4</i>	<i>[Signature]</i>		<i>Bill Rumbel</i>	<i>OCB/A</i>	<i>11/5/07</i>			6. PHONE NO. OF ORIGINATOR <b>305-437-7001</b>
APPROVING OFFICIALS	ROUTING SYMBOL	DATE	INTERNAL ROUTING																												
			INITIALS	ROUTING SYMBOL																											
<i>C. Dominguez</i>		<i>12/4</i>	<i>[Signature]</i>																												
<i>P. Rios</i>		<i>12/4</i>	<i>[Signature]</i>																												
<i>Bill Rumbel</i>	<i>OCB/A</i>	<i>11/5/07</i>																													
12. ACCOUNTING AND APPROPRIATION DATA <b>OCB 1088 2009 0206 448421 8050 2580</b>						9. NAME OF ACTUAL REQUESTOR <b>Clara Dominguez</b>																									
13. REQUIRED DELIVERY DATE						10. PHONE NO. OF ACTUAL REQUESTOR																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">14. ITEM NO.</th> <th style="width: 40%;">15. DESCRIPTION OF ARTICLES OR SERVICES</th> <th style="width: 10%;">16. QUANTITY</th> <th style="width: 5%;">17. UNIT</th> <th style="width: 10%;">18. UNIT PRICE</th> <th style="width: 25%;">19. AMOUNT</th> </tr> <tr> <td style="text-align: center; vertical-align: top;">1</td> <td> Requisition Amendment No. 002  Amended on 12/03/2008   Services  Request for program participant on Raul Rivero .Program name: Las Noticias como son. 1 ea weekly assignment at \$100.00 - \$1,300.00 from 10-1-08 thru 12-31-08. Subject to availability of funds for next fiscal year.   Modify PO BBG45-E-09-0092 to extend services and increase funds thru March 6th, 2009. All else remains the same, 10 ea assignments at \$100.00 ea = \$1,000.00   <div style="text-align: center;">-- FUNDING SUMMARY --</div> </td> <td style="text-align: center; vertical-align: top;">23.00</td> <td style="text-align: center; vertical-align: top;">EA</td> <td style="text-align: center; vertical-align: top;">100.00</td> <td style="text-align: center; vertical-align: top;">2,300.00</td> </tr> </table>						14. ITEM NO.	15. DESCRIPTION OF ARTICLES OR SERVICES	16. QUANTITY	17. UNIT	18. UNIT PRICE	19. AMOUNT	1	Requisition Amendment No. 002 Amended on 12/03/2008  Services Request for program participant on Raul Rivero .Program name: Las Noticias como son. 1 ea weekly assignment at \$100.00 - \$1,300.00 from 10-1-08 thru 12-31-08. Subject to availability of funds for next fiscal year.  Modify PO BBG45-E-09-0092 to extend services and increase funds thru March 6th, 2009. All else remains the same, 10 ea assignments at \$100.00 ea = \$1,000.00  <div style="text-align: center;">-- FUNDING SUMMARY --</div>	23.00	EA	100.00	2,300.00	11. GOVERNMENT FURNISHED PROPERTY <input type="checkbox"/> YES <input type="checkbox"/> NO													
14. ITEM NO.	15. DESCRIPTION OF ARTICLES OR SERVICES	16. QUANTITY	17. UNIT	18. UNIT PRICE	19. AMOUNT																										
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20. TOTAL AMOUNT OF ALL PAGES <div style="text-align: right;"><b>\$2,300.00</b></div>																															

HELD

# CONTINUATION SHEET

## MOMENTUM REQUISITION

MOMENTUM DOCUMENT NO.

FQ1088-08-FQ-00145

DATE OF REQUISITION

12/03/2008

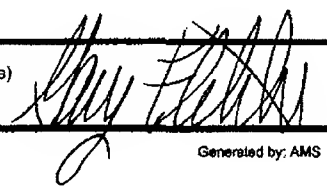
14. ITEM NO.	15. DESCRIPTION OF ARTICLES OR SERVICES	16. QUANTITY	17. UNIT	18. UNIT PRICE	19. AMOUNT
	<p>OCB 1088 2009 0206 448421 8050 2580</p> <p>\$2,300.00</p> <p>An additional amount of 10% or \$1,000.00, whichever is less, may be applied without additional approval when Procurement processes the award.</p>				

2008 DEC -4 AM 3:15

OCB 1088 2009

**ORDER FOR SUPPLIES OR SERVICES****IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 10/01/2008		2. CONTRACT NO. (If any) BBG45-A-09-0090		6. SHIP TO:		
3. ORDER NO. BBG45-E-09-0082		4. REQUISITION/REFERENCE NO. FQ 1088-08-FQ-00145		a. NAME OF COSIGNEE Office of Cuba Broadcasting		
5. ISSUING OFFICE (Address correspondence to) Office of Cuba Broadcasting, 4201 NW 77th Ave, Miami, FL 33166				b. STREET ADDRESS 4201 NW 77th Ave		
7. TO:				c. CITY Miami	d. STATE FL	
				e. ZIP CODE 33166		
a. NAME OF CONTRACTOR RAUL RIVERO				f. SHIP VIA		
b. COMPANY NAME RAUL RIVERO				8. TYPE OF ORDER		
c. STREET ADDRESS (b) (6)				<input type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY (b) (6)				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
e. STATE				f. ZIP CODE		
9. ACCOUNTING AND APPROPRIATION DATA 2009-0206-OCB-1088-8050-2580-448421				10. REQUISITIONING OFFICE Office of Cuba Broadcasting, 4201 NW 77th Ave, Miami, FL 33166		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT		
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS						
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		
a. INSPECTION	b. ACCEPTANCE			16. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %		
<b>17. SCHEDULE (See reverse for Rejections)</b>						
Item No. (a)	SUPPLIES OR SERVICES (b)	ORDERED QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
See Lines						

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$0.00	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME Office of Cuba Broadcasting						\$1,300.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) 4201 NW 77th Ave							
c. CITY Miami				d. STATE FL	e. ZIP CODE 33166			
22. UNITED STATES OF AMERICA BY (Signature) 						23. NAME (Typed) Gary S. Fletcher TITLE: CONTRACTING/ORDERING OFFICER		

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION NOT USABLE

Generated by: AMS

**OPTIONAL FORM 347 (REV. 3/2005)**  
Prescribed by GSA/FAR 48 CFR 53.213(e)



*Summary Info Continuation Page  
Continuation Sheet*

Line Number	Description	EA	Amount	Total
1	Total : 13.000000	EA	Total: \$100.0000	Total: \$1,300.00

**Period of Performance:** 10/01/2008 - 09/30/2009

**Description:** Radio News combination of services IAW IBB/BBG paragraph B.3.a.3 (page IV-4) and attached statement of work for participation in program Las Noticias como son.

**Delivery Schedule:**

Delivery Number	Delivery Date	Quantity
-----------------	---------------	----------

**Contract/BPA Number:** - 1

1.  
2009-0206-OCB-1088-8050-2580-448421  
Total: \$1,300.00

---

**Accounting Line Accounting and Appropriations Data:**

**Accounting and Funding Total:**

Grand Total: \$1,300.00

**IDC Constraints Line Item**

Line Number	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
1	0.000000	\$0.00	0.000000	\$0.00

*Descriptions & Specifications  
IDC Constraints Document*

*Packaging and Marking*

*Inspection and Acceptance*

*Deliveries or Performance*

**PERIOD OF PERFORMANCE**

ITEM	START	END
1	10/01/2008	09/30/2009

Contract Administration Data  
Accounting Data

Special Contract Requirements

Contract Clauses

Exhibits and Attachments TOC

Identifier	Title	Date	Number of Pages
1	Statement of Work	10/24/2008	1

## **OFFICE OF CUBA BROADCASTING – RADIO MARTI NEWS**

### **STATEMENT OF WORK – COMBINATION SERVICES**

#### **Contractor Performance Requirements:**

The contractor shall perform a combination of services with respect to the Office of Cuba Broadcasting (OCB) material. Examples include original writing, translation, researching, field reporting, or adaptation coupled with voicing, announcing, researching, stringer coordination or producing on topics to be discussed for commentaries and special features. The contractor shall produce not less than 30 minutes broadcast material and may be required to provide one re-write of material submitted. All work performed under this contract shall be completed and delivered within the time agreed upon by the contractor and the ordering office.

#### **Special Expertise Needed:**

Contractor should have extensive knowledge of Cuba, its people, culture, institutions and political situation; ability to adapt English material, radio broadcast news experience, Journalism experience is also required.

#### **Assignment Rate and Estimate Usage of Contractor:**

The estimated number of assignments is outlined in the schedule of the contract. The rate is negotiated in accordance with the Broadcasting Board of Governors (BBG) International Broadcasting Bureau (IBB) Contracting for Talent and Other Professional Services Handbook Part IV, Paragraph B.3.a.3 (Radio Original Writing & Voicing).

#### **Government Furnished Equipment (GFE) and Government Furnished Materials (GFM)**

The Contractor shall have access to the Agency's computer system and video equipment to perform the specific tasks assigned to him/her. The Contractor shall restrict their use of GFE (e.g., computers, telephones, video equipment, copying or fax machines, or the internet) and GFM (e.g., paper, ink, pens, replenish-able office supplies) to the performance of the work prescribed herein. Contractor use of GFE or GFM for personal or other reasons may result in immediate "Termination for Default".

#### **Submission of Invoices:**

The contractor shall submit a proper invoice in accordance with FAR 52.232-25 Prompt Payment (Oct 2003). The Contractor shall submit invoices that properly reflect the work performed and accepted by the Government. Submittal of an invoice that does not accurately reflect or otherwise misrepresents the work performed may be considered fraud subjecting the Contractor to immediate "Termination for Cause."

#### **Contractor Performance Evaluation Criteria:**

The quality and efficiency of the services performed by the Contractor shall be reviewed on a regular basis to ensure that the contractor is meeting the requirements of the Agency. Acceptance of a Delivery or Task Order serves as the Contractor's confirmation that they are fully qualified to perform the work. Failure to possess the requisite skills (e.g., inadequate proficiency in the language or culture) may be deemed as evidence of misrepresentation and grounds for immediate Termination for Default as noted previously.

## Scope of Blanket Purchase Agreement – Radio News Department

### **ARTICLE VII – RIGHTS**

The Contractor, except for certain specific limitations below, does hereby sell, assign, grant, and transfer to the Government the full, free, and unencumbered right, title, and interest in and to the programs produced hereunder for whatever use and or disposition the Government may deem appropriate. The transfer of such rights shall be effective upon delivery and acceptance by the Government for each component offered. Limitations shall apply to those materials used in programming specified in Article I that have been specifically identified as restricted for use only in such programming. Such materials may be used for any other purpose, including rebroadcast on other IBB programs or in local/overseas placement of IBB program materials, without the specific written prior approval of the Contractor. The Contractor shall assure that all such materials are properly identified and labeled regarding such restrictions.

### **ARTICLE VIII – CONTRACTOR'S RESPONSIBILITY FOR GOVERNMENT MATERIALS**

The Contractor shall be held responsible for all loss of or damage to Government property while said property is in the Contractor's custody. Government materials used by the Contractor in the performance of this contract are not to be removed from the Contractor's custody except upon specific instructions of the Agency. The Contractor shall pay to the Agency the value of such property that is lost, destroyed, or so damaged as to be unsuitable for further use, as determined by the Contracting Officer, whose decision, subject to appeal as provided in the "Disputes" clause of the contract, will be final. Failure to make such payment after due notices will result in an appropriate deduction being made from any balance owed to the Contractor, or in the Government resorting to such other rights and remedies as it may have by law or under this contract.

### **ARTICLE IX – DISPUTES**

Any dispute over rights or remedies under this contract shall be governed by the provision of the "Disputes" clause of the contract.

### **ARTICLE X – ATTACHMENTS**

The attachment listed below is incorporated in and is made a part of this agreement.

1. IBB-999 - BBG/IBB Supplemental Terms and Conditions Purchase/Call Order with Individuals (OF 347).
2. Non-Relative Certification Letter (Please read, sign, and return within 10 days of receipt)

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	
2. CONTRACT (Proc. Inst. Ident.) NO. BBG45-A-09-0080		3. EFFECTIVE DATE 10/01/2008		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY Office of Cuba Broadcasting 4201 NW 77th Ave Miami, FL 33168		CODE	OCB	6. ADMINISTERED BY (if other than item 5)	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Raul Rivero (b) (6)		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
		9. DISCOUNT FOR PROMPT PAYMENT 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %			
CODE:		FACILITY CODE: 001		10. SUBMIT INVOICES (4 copies unless otherwise specified) 8	
11. SHIP TO/MARK FOR Office of Cuba Broadcasting 4201 NW 77th Ave Miami, FL 33168		CODE	OCB	12. PAYMENT WILL BE MADE BY Office of Cuba Broadcasting 4201 NW 77th Ave Miami, FL 33168	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		14. ACCOUNTING AND APPROPRIATION DATA To be cited on each order			
15A. ITEM NO.	15B. SUPPLIES/SERVICES See Line Information	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
15G. TOTAL AMOUNT OF CONTRACT					\$0.00
16. TABLE OF CONTENTS					
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.
PART I - SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM			I
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH	
	C	DESCRIPTION/SPECS./WORK STATEMENT			J
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE			K
	F	DELIVERIES OR PERFORMANCE			L
	G	CONTRACT ADMINISTRATION DATA			M
	H	SPECIAL CONTRACT REQUIREMENTS			
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. <input checked="" type="checkbox"/> CONTRACTORS NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein)			18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print)			20A. NAME AND CONTRACTING OFFICER Gary S. Fletcher		
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED 10/01/2008

Summary Info Continuation Page  
Continuation Sheet

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost (Inc. disc and tax)
1	Services	Total : 0.000000	EA	Total: \$0.0000	Total: \$0.00

Period of Performance: 10/01/2008 - 09/30/2009

Description: Radio News program participant IAW IBB/BBG Talent Handbook paragraph B.3.a.3. Each order will specify assignments, rates, and program. Attached IBB-999 applies.

Delivery Schedule:

Delivery Number	Delivery Date	Quantity
-----------------	---------------	----------

1.  
2009-0206-OCB-1088-8050-2580-448421  
Total: \$0.00

Accounting Line Accounting and Appropriations Data:

Accounting and Funding Total:

Grand Total: \$0.00

IDC Constraints Line Item

Line Number	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
1	0.000000	\$0.00	0.000000	\$0.00

Descriptions & Specifications  
IDC Constraints Document

Packaging and Marking

Inspection and Acceptance

Deliveries or Performance

PERIOD OF PERFORMANCE

ITEM	START	END
1	10/01/2008	09/30/2009

## Scope of Blanket Purchase Agreement -- Radio News Department

### **ARTICLE I -- SCOPE OF BLANKET PURCHASE AGREEMENT**

This Blanket Purchase Agreement is established to support the Radio News Branch (OCB/BNR) of the News Division at the Office of Cuba Broadcasting for a combination of services outlined as outlined in paragraph B.3.a.3 of the BBG/IBB Contracting for Talent & Other Professional Services Handbook. The specific services will be outlined in a statement of work attached to each call order.

**Deadlines:** All work performed under this contract shall be completed and delivered within the time agreed upon by the contractor and the ordering office. The Contractor shall advise the ordering office of any anticipated delays within twenty-four (24) hours after receipt of an order.

**Assignment Rate and Estimated Usage of Contractor:** The estimated number of assignments and assignment rate will be outlined on each call order issued against this agreement. The contractor will be scheduled on an as needed basis.

**Government Furnished Equipment:** The Contractor may have access to the Agency's computer system and video equipment to perform the specific task assigned to him/her. Personal use of Government computers and other equipment is prohibited.

**Submission of Invoices:** The contractor shall submit a detailed invoice of the services performed and accepted by the Government.

**Contractor Performance Evaluation Criteria:** The quality and efficiency of the services performed by the contractor shall be reviewed on a regular basis to ensure that the contractor is meeting the requirement of the agency.

**Contract Term and Obligation of Parties:** The term of this contract shall be for 52 weeks. The contractor is obligated to furnish services up to the estimated amount established in each call order. Additional services in excess of estimated amount may be requested provided upon the mutual consent of the parties as indicated by the offer and acceptance of additional orders. The Government may terminate this contract at its convenience at any time if services are no longer needed or, if in the event of unsatisfactory performance or improper conduct on the part of the Contractor.

### **ARTICLE II -- TERMS OF AGREEMENT**

The terms of this agreement are for the period of October 01, 2008 through September 30, 2009.

### **ARTICLE III - EXTENT OF OBLIGATION/ORDERING OFFICIAL**

A. The agency shall be obligated only to the extent of authorized call orders actually placed under this agreement and by the Authorized Representatives listed in Article V.

## **Scope of Blanket Purchase Agreement – Radio News Department**

### **ARTICLE VII – RIGHTS**

The Contractor, except for certain specific limitations below, does hereby sell, assign, grant, and transfer to the Government the full, free, and unencumbered right, title, and interest in and to the programs produced hereunder for whatever use and or disposition the Government may deem appropriate. The transfer of such rights shall be effective upon delivery and acceptance by the Government for each component offered. Limitations shall apply to those materials used in programming specified in Article I that have been specifically identified as restricted for use only in such programming. Such materials may be used for any other purpose, including rebroadcast on other IBB programs or in local/overseas placement of IBB program materials, without the specific written prior approval of the Contractor. The Contractor shall assure that all such materials are properly identified and labeled regarding such restrictions.

### **ARTICLE VIII – CONTRACTOR'S RESPONSIBILITY FOR GOVERNMENT MATERIALS**

The Contractor shall be held responsible for all loss of or damage to Government property while said property is in the Contractor's custody. Government materials used by the Contractor in the performance of this contract are not to be removed from the Contractor's custody except upon specific instructions of the Agency. The Contractor shall pay to the Agency the value of such property that is lost, destroyed, or so damaged as to be unsuitable for further use, as determined by the Contracting Officer, whose decision, subject to appeal as provided in the "Disputes" clause of the contract, will be final. Failure to make such payment after due notices will result in an appropriate deduction being made from any balance owed to the Contractor, or in the Government resorting to such other rights and remedies as it may have by law or under this contract.

### **ARTICLE IX – DISPUTES**

Any dispute over rights or remedies under this contract shall be governed by the provision of the "Disputes" clause of the contract.

### **ARTICLE X – ATTACHMENTS**

The attachment listed below is incorporated in and is made a part of this agreement.

1. IBB-999 - BBG/IBB Supplemental Terms and Conditions Purchase/Call Order with Individuals (OF 347).
2. Non-Relative Certification Letter (Please read, sign, and return within 10 days of receipt)



P845-9052  
Armando Bravo

**BROADCASTING BOARD OF GOVERNORS INTERNATIONAL BROADCASTING BUREAU  
SUPPLEMENTAL TERMS AND CONDITIONS PURCHASE/CALL ORDER WITH INDIVIDUALS  
OPTIONAL FORM 347**

**52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items)(Feb 2008).**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

- (1) The clauses listed below implement provisions of law or Executive order:
  - (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
  - (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
  - (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  - (iv) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)).
  - (v) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - (vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
  - (vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).
- (2) Listed below are additional clauses that apply:
  - (i) 52.232-1, Payments (Apr 1984).
  - (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
  - (iii) 52.232-11, Extras (Apr 1984).
  - (iv) 52.232-25, Prompt Payment (Oct 2003).
  - (v) 52.233-1, Disputes (July 2002).
  - (vi) 52.244-6, Subcontracts for Commercial Items (Mar 2007).
  - (vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

- (1) The clauses listed below implement provisions of law or Executive order:
  - (i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
  - (ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
  - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

- (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.)
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
- (viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—
  - (A) Delivered;
  - (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
  - (C) Furnished by the Contractor for use by the Government; or
  - (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)
- (ix) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—
  - (A) Is set aside for small business concerns; or
  - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).
- (x) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
- (xi) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
- (xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).

(2) Listed below are additional clauses that may apply:

- (i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sept 2006) (Applies to contracts over \$30,000).
  - (ii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).
  - (iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).
  - (iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).
- (c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>.

(d) *Inspection/Acceptance.* The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—

- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

## **Additional Clauses and Provisions for OF-347 Added by M/CON:**

In addition to the Clauses and Provisions contained in the Form IBB-999, Supplemental Terms and Conditions Purchase Orders with Individuals, OF-347 and IBB-44, the following Clauses are also incorporated in this purchase order award:

- (a) FAR 52.204-7 Central Contractor Registration (CCR) (Apr 2008) applies CCR database is the primary Government repository for Contractor information required to conduct business with the Government.)
- (b) FAR 52.223-6 Drug Free Workplace (May 2001) applies. By Acceptance of this purchase order/contract and payment hereunder, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this purchase order/contract.
- (c) FAR 52.243-1 Changes—Fixed Price Alternate III (Aug 1987) applies to orders for professional services).
- (d) This acquisition instrument is a "nonpersonal services contract" as defined in the Federal Acquisition Regulation at Subpart 37.101. It is, therefore, understood and agreed that the Contractor and/or the Contractor's employee:
  - (1) Shall perform the services specified herein as independent contractors, not as employees of the Government;
  - (2) Shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract;
  - (3) Shall be free from supervision or control by any Government employee with respect to the manner or method of performance of the services specified; but
  - (4) Shall, pursuant to the Government's right and obligation to inspect, accept, or reject the work, comply with such general direction of the Contracting Officer or the duly Authorized Representative of the Contracting Officer (AR/CO) as is necessary to ensure accomplishment of the contract objectives.
- (e) **Government - Contractor Relations**
  - (1) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.
  - (2) Contractor personnel under this contract shall not:
    - (i) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(ii) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other BBG contracts, or become a part of the Government organization.

(iii) Be used in administration or supervision of Government procurement activities.

(3) Employee relationship.

- (i) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.
- (ii) Rules, regulations, directives, and requirements that are issued by Broadcasting Board of Governors under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(4) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(i) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(ii) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(iii) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(iv) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(v) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(5) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(i) The Contractor should notify the Contracting Officer in writing promptly, within three calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in

the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

- (ii) The Contracting Officer will promptly, within three calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(a) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(b) Countermand any communication regarded as a violation,

(c) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(d) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(f) **Contractor Standards of Conduct:** The contractor (i.e., POV, PSC) shall maintain satisfactory standards of competency, conduct, cleanliness, appropriate dress and integrity. The Contractor shall adhere to standards of conduct that reflect credit on themselves and the United States Government. Except as noted, the Contracting Officer reserves the right to immediately "Terminate the Contract for Default" for failure to comply with the standards of conduct delineated herein and as follows

- (1) Use of Government Furnished Equipment ("GFE") and misappropriation of Government Furnished Materials ("GFM"). The Contractor shall restrict their use of Government Furnished Equipment (e.g., computers, telephones, video equipment, copying or fax machines, or the internet) and Government Furnished Materials (e.g., paper, ink, pens, replenish-able office supplies) to the performance of the work prescribed herein. Contractor use of GFE or GFM for personal or other reasons may result in immediate "Termination for Default" as noted previously.
- (2) Disorderly or Disruptive Conduct. Disruptive activities which interfere with the normal and efficient broadcast operations and disorderly conduct including but not limited to: (1) use of abusive or offensive language, (2) quarreling, (3) carrying of weapons, (4) intimidation by words and/or actions, (5) sexual harassment, or (6) offensive physical contact do not contribute to the accomplishment of the objective of the contract and shall not be tolerated or condoned. The Government/Agency has exclusive discretion in the determination as to what behavior is disorderly or disruptive to normal broadcast operations.
- (3) Intoxicants and Narcotics. The contractor shall not possess, sell, consume, or be under the influence of intoxicants such as alcohol, illegal drugs, or other controlled substances (i.e., narcotics) while on government leased, rented or owned premises, or while performing the work prescribed herein.
- (4) Job Competency. Acceptance of a Delivery or Task Order serves as the Contractor's confirmation that they are fully qualified to perform the work. Failure to possess the

requisite skills (e.g., inadequate proficiency in the language or culture) may be deemed as evidence of misrepresentation and grounds for immediate Termination for Default as noted previously.

- (5) Accurate Invoicing. The Contractor shall submit invoices that properly reflect the work performed. Submittal of an invoice that does not accurately reflect or otherwise misrepresents the work performed may be considered fraud subjecting the Contractor to immediate "Termination for Cause."
- (6) Misrepresentation of Contractual Relationship/Conflict of Interest. The Contractor shall not take any actions, produce any documentation, or disseminate any information via any medium which misrepresents the character of the independent contractual relationship created by this Contract or which conflicts with the mission and goals of the Government/Agency, including but not limited to: (1) creation of business cards, letterheads, or promotional materials utilizing government logos or other identifiable markings; (2) creation of a web site or internet blog containing Government/Agency logos, symbols, or other identifiable markings, or purporting to represent the Government/Agency (3) attempting to enter into agreements with third parties purporting to have contractual or other authority to legally bind the Government/Agency. A violation of this paragraph may subject the Contractor to an immediate "Termination for Cause."
- (7) Criminal or other Legal Actions. Nothing in this section is in lieu of any legal actions that may be taken by or on behalf of the government in the protection of its rights, property or interest. In certain circumstances the Contractor may be subject to criminal actions as allowed by law. Criminal charges may be pursued for the following actions, including but not limited to: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents, electronic files, or records; or concealment of material facts by willful omission from official documents, electronic files, or hard copy records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form in the work place and/or utilizing GFE or GFM for such purposes; and unlawful possession of weapons.

(End of clause)

**BROADCASTING BOARD OF GOVERNORS INTERNATIONAL BROADCASTING BUREAU  
SUPPLEMENTAL TERMS AND CONDITIONS PURCHASE/CALL ORDER WITH INDIVIDUALS  
OPTIONAL FORM 347**

**52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items)(Feb 2008).**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

- (1) The clauses listed below implement provisions of law or Executive order:
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- (1) The clauses listed below implement provisions of law or Executive order:
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- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
- (viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—
  - (A) Delivered;
  - (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
  - (C) Furnished by the Contractor for use by the Government; or
  - (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)
- (ix) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—
  - (A) Is set aside for small business concerns; or
  - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).
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- (xi) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
- (xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

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  - (ii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).
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  - (iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).
- (c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>.

- (d) *Inspection/Acceptance.* The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—
- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
  - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

## **Additional Clauses and Provisions for OF-347 Added by M/CON:**

In addition to the Clauses and Provisions contained in the Form IBB-999, Supplemental Terms and Conditions Purchase Orders with Individuals, OF-347 and IBB-44, the following Clauses are also incorporated in this purchase order award:

(a) FAR 52.204-7 Central Contractor Registration (CCR) (Apr 2008) applies (CCR database is the primary Government repository for Contractor information required to conduct business with the Government.)

(b) FAR 52.223-6 Drug Free Workplace (May 2001) applies. By Acceptance of this purchase order/contract and payment hereunder; I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this purchase order/contract.

(c) FAR 52.243-1 Changes—Fixed Price Alternate III (Aug 1987) applies to orders for professional services).

(d) This acquisition instrument is a "nonpersonal services contract" as defined in the Federal Acquisition Regulation at Subpart 37.101. It is, therefore, understood and agreed that the Contractor and/or the Contractor's employee:

- (1) Shall perform the services specified herein as independent contractors, not as employees of the Government;
- (2) Shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract;
- (3) Shall be free from supervision or control by any Government employee with respect to the manner or method of performance of the services specified; but
- (4) Shall, pursuant to the Government's right and obligation to inspect, accept, or reject the work, comply with such general direction of the Contracting Officer or the duly Authorized Representative of the Contracting Officer (AR/CO) as is necessary to ensure accomplishment of the contract objectives.

### **(e) Government - Contractor Relations**

- (1) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.
- (2) Contractor personnel under this contract shall not:
  - (i) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(ii) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other BBG contracts, or become a part of the Government organization.

(iii) Be used in administration or supervision of Government procurement activities.

(3) Employee relationship.

- (i) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.
- (ii) Rules, regulations, directives, and requirements that are issued by Broadcasting Board of Governors under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(4) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

- (i) Payments by the Government under this contract are not subject to Federal income tax withholdings.
- (ii) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.
- (iii) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.
- (iv) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.
- (v) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(5) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

- (i) The Contractor should notify the Contracting Officer in writing promptly, within three calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in

the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

- (ii) The Contracting Officer will promptly, within three calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:
  - (a) Confirm that the conduct is in violation and when necessary direct the mode of further performance,
  - (b) Countermand any communication regarded as a violation,
  - (c) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
  - (d) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(f) **Contractor Standards of Conduct:** The contractor (i.e., POV, PSC) shall maintain satisfactory standards of competency, conduct, cleanliness, appropriate dress and integrity. The Contractor shall adhere to standards of conduct that reflect credit on themselves and the United States Government. Except as noted, the Contracting Officer reserves the right to immediately "Terminate the Contract for Default" for failure to comply with the standards of conduct delineated herein and as follows

- (1) Use of Government Furnished Equipment ("GFE") and misappropriation of Government Furnished Materials ("GFM"). The Contractor shall restrict their use of Government Furnished Equipment (e.g., computers, telephones, video equipment, copying or fax machines, or the internet) and Government Furnished Materials (e.g., paper, ink, pens, replenish- able office supplies) to the performance of the work prescribed herein. Contractor use of GFE or GFM for personal or other reasons may result in immediate "Termination for Default" as noted previously.
- (2) Disorderly or Disruptive Conduct. Disruptive activities which interfere with the normal and efficient broadcast operations and disorderly conduct including but not limited to: (1) use of abusive or offensive language, (2) quarreling, (3) carrying of weapons, (4) intimidation by words and/or actions, (5) sexual harassment, or (6) offensive physical contact do not contribute to the accomplishment of the objective of the contract and shall not be tolerated or condoned. The Government/Agency has exclusive discretion in the determination as to what behavior is disorderly or disruptive to normal broadcast operations.
- (3) Intoxicants and Narcotics. The contractor shall not possess, sell, consume, or be under the influence of intoxicants such as alcohol, illegal drugs, or other controlled substances (i.e., narcotics) while on government leased, rented or owned premises, or while performing the work prescribed herein.
- (4) Job Competency. Acceptance of a Delivery or Task Order serves as the Contractor's confirmation that they are fully qualified to perform the work. Failure to possess the

requisite skills (e.g., inadequate proficiency in the language or culture) may be deemed as evidence of misrepresentation and grounds for immediate Termination for Default as noted previously.

- (5) Accurate Invoicing. The Contractor shall submit invoices that properly reflect the work performed. Submittal of an invoice that does not accurately reflect or otherwise misrepresents the work performed may be considered fraud subjecting the Contractor to immediate "Termination for Cause."
- (6) Misrepresentation of Contractual Relationship/Conflict of Interest. The Contractor shall not take any actions, produce any documentation, or disseminate any information via any medium which misrepresents the character of the independent contractual relationship created by this Contract or which conflicts with the mission and goals of the Government/Agency, including but not limited to: (1) creation of business cards, letterheads, or promotional materials utilizing government logos or other identifiable markings; (2) creation of a web site or internet blog containing Government/Agency logos, symbols, or other identifiable markings, or purporting to represent the Government/Agency (3) attempting to enter into agreements with third parties purporting to have contractual or other authority to legally bind the Government/Agency. A violation of this paragraph may subject the Contractor to an immediate "Termination for Cause."
- (7) Criminal or other Legal Actions. Nothing in this section is in lieu of any legal actions that may be taken by or on behalf of the government in the protection of its rights, property or interest. In certain circumstances the Contractor may be subject to criminal actions as allowed by law. Criminal charges may be pursued for the following actions, including but not limited to: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents, electronic files, or records; or concealment of material facts by willful omission from official documents, electronic files, or hard copy records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form in the work place and/or utilizing GFE or GFM for such purposes; and unlawful possession of weapons.

(End of clause)

**OFFICE OF CUBA BROADCASTING**  
4201 N.W. 77<sup>th</sup> Avenue  
Miami, FL 33166

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned, hereby certify that I have no relatives presently working at the Office of Cuba Broadcasting, and that I will inform the Administration Department immediately if that situation should change.

Yo, el suscrito, por la presente certifico que no tengo ningun familiar presentemente trabajando para la Oficina de Transmisiones a Cuba (OCB) y si esto ha de cambiar informare al departamento de administracion inmediatamente.

Signature/Firma: \_\_\_\_\_

Typed Name/Letra de Molde: \_\_\_\_\_

I, the undersigned, hereby certify that I have "DO" have a relative presently working at the Office of Cuba Broadcasting.

Yo, el suscrito, "SI" tengo presentemente un familiar trabajando para la Oficina de Transmisiones a Cuba (OCB).

Signature/Firma: \_\_\_\_\_

Typed Name/Letra de Molde: \_\_\_\_\_



**Broadcasting Board of Governors**

**OFFICE OF CUBA BROADCASTING**  
4201 N.W. 77<sup>TH</sup> Avenue  
Miami, FL 33166

October 27, 2008

**SUBJECT: Fiscal Year 2009 Blanket Purchase Agreement (BPA) and Call Order**

Enclosed with this letter are your BPA and Call Order. The BPA is effective for Fiscal Year 2009 (Oct 1, 2008 to September 30, 2009). The Call Order is currently only funded through 31 December 2008. If the services are still needed and funding becomes available, the call order will be modified to extend the contract.

Please review the attached documents, and if agreed, sign in block 19B and complete blocks 19a and 19c. Then return one copy of the BPA to me at:

Office of Cuba Broadcasting  
Office of Administration, Attn: Gary Fletcher  
4201 NW 77<sup>th</sup> Ave  
Miami, FL 33166

If you have any questions concerning this letter, the BPA, the call order, invoicing, or anything related to these contracts, please do not hesitate to get in contact with me. My phone number is 305-437-7032; FAX number is 305-437-7046; and e-mail address is [gletcher@ocb.ibb.gov](mailto:gletcher@ocb.ibb.gov).

Sincerely,



Gary Fletcher  
Contracting Officer  
Office of Administration (OCB/A)

Atch:

1. BPA
2. Call Order



Broadcasting Board of Governors



**Gary Fletcher**

---

From: "Gary Fletcher" <gfletcher@ocb.ibb.gov>  
To: (b) (6)  
Sent: Monday, September 22, 2008 10:59 AM  
Subject: Fw: Radio & TV Marti Proposals

**Mr. Raul Ramon Rivero**

**I have received your proposal for your participation in the Radio Marti program Las Noticias Como Son. Unfortunately, due to budget constraints, I am forced to only offer you the same assignment rate you currently receive on your existing contract:**

**\$100/assignment for Radio Marti**

**Please acknowledge to me via e-mail or telephone (305) 437-7032 whether you will accept this price. I appreciate your participation in the competitive process and look forward to hearing from you.**

**Gary Fletcher  
Contracting Officer  
Office of Cuba Broadcasting**

9/22/2008

## Price Proposal

Specify services to be provided:

Services requested for ( las noticias como son ) based on a price per completed assignment is proposed at an amount of \$ 125.00 per assignment.

Date: 4 de sp de 2008 \_\_\_\_\_

Printed Name of Vendor Raúl Ramón Rivero  
Castañeda \_\_\_\_\_

Phone No. (b) (6) \_\_\_\_\_

E-Mail address: (b) (6) \_\_\_\_\_

Signature of Vendor \_\_\_\_\_

\$700

**MEMO TO:** OCB/A: Irv Rubenstein

**FROM:** OCB/RNB: Clara Dominguez, Chief, Radio News Branch 

**RE:** Technical Review and Recommended Contractor

The Office of Cuba Broadcasting/Radio News Branch has a requirement for a contractor to provide services as such as found in Part IV, paragraph B.#.a.3 of the IBB Contracting and Talent and Other Professional Services Handbook. Radio News is looking for a vendor from Europe to participate in a daily news analysis program called Las Noticias Como Son. The program format calls for experts to discuss the most important events in Cuba as well as US and international news. Thus we need a wide spectrum of experts located in different parts of the world to add breath to the analysis and commentary. Participation would entail one assignment per week.

The individual we are looking for such have ample experience and knowledge on Cuban and international affairs. Out of the few choices we have from the talent pool provided by the Office of Administration we find that Mr. Raul Rivero is the best option for this requirement. Mr. Rivero is at present a journalist for the leading Spanish newspaper El Mundo and also participates in a weekly television program in Spain on international news events. Mr. Rivero was one of the leaders of the independent journalist movement in Cuba, organizing one of the most successful independent news agencies in Cuba prior to his arrest in 2003. His work as leader of the independent news media in the island granted him a number of prestigious awards including the Guillermo Cano Award given each year by the United Nations Organization for Education, Science and Culture, the Maria Moors Cabot Award granted each year by the Colombia University School of Journalism and the Award for Valor given by Reporters Without Borders. His insight into Cuba and knowledge of Cuban affairs make him an outstanding contributor to our programming.

We also looked at Mr. Manuel Vazquez Portal and Mr. Miguel Saludes but did not find that they have the same qualifications as Mr. Rivero as such a prominent figure as an intellectual, award winner and leader of independent journalism in Cuba.

**RAUL RAMON RIVERO CASTAÑEDA**

(b) (6)



**From April 2005 to present**

**Commentator for the daily newspaper El Mundo.**

**Contributing editor for the magazine El Cultural**

**Writer for the magazine Siete Leguas, specializing in tourism**

**Regular participant in a television program on Spanish television dealing with international affairs, particularly Latinamerican issues. Radio Marti.**

**From 1996 to present**

**Columnist for El Nuevo Herald from Spain and prior to writing from Spain I wrote for the paper from Cuba as El Nuevo Herald correspondent from the Island.**

**In 1995-Created the Independent Press Agency in Cuba Cubapress.**

**Creator and founder of the dissident journalist organization Sociedad Manuel Marquez Sterling.**

**In 1997 I received the yearly award granted by Reporters Without Borders, a French organization dedicated to the defense of freedom of the press.**

**In 2002 I received the Maria Moors Cabot Award granted by the School of Journalism of the University of Columbia in New York.**

**In 2003 I received an award from the Spanish daily El Mundo.**

**In 2004 I was granted the Guillermo Cano award for excellence in Journalism, granted by UNESCO, the United Nations Organization for the development of culture.**

<b>BROADCASTING BOARD OF GOVERNORS</b>						1. MOMENTUM DOCUMENT NO.
<b>MOMENTUM REQUISITION</b>						FQ1088-08-FQ-00145
DELIVERY LOCATION OR PLACE OF PERFORMANCE  Office of Cuba Broadcasting, 4201 NW 77th Ave Miami, FL 33166						2. DATE OF REQUISITION
						02/24/2009
						4. SECURITY ORGANIZATION
						BBGORG
7. RECOMMENDED SOURCE (b) (6) - RAUL RIVERO						5. NAME OF ORIGINATOR
						Teresa Candiani
						6. PHONE NO. OF ORIGINATOR
						305-437-7001
8. APPROVALS						9. NAME OF ACTUAL REQUESTOR
APPROVING OFFICIALS		ROUTING SYMBOL	DATE	INTERNAL ROUTING		
				INITIALS	ROUTING SYMBOL	10. PHONE NO. OF ACTUAL REQUESTOR
Clara Dominguez			2/25/09	cd		
Pedro V Roig		OCB Director	2/25/09	PR		
<i>Big Russell</i>		OCB/A	3/23/09			
						11. GOVERNMENT FURNISHED PROPERTY
						<input type="checkbox"/> YES <input type="checkbox"/> NO
12. ACCOUNTING AND APPROPRIATION DATA OCB 1088 2009 0206 448421 8050 2580						
13. REQUIRED DELIVERY DATE						
14. ITEM NO.	15. DESCRIPTION OF ARTICLES OR SERVICES		16. QUANTITY	17. UNIT	18. UNIT PRICE	19. AMOUNT
1	Requisition Amendment No. 003 Amended on 02/24/2009  Services Request for program participant on Raul Rivero .Program name: Las Noticias como son. 1 ea weekly assignment at \$100.00 - \$1,300.00 from 10-1-08 thru 12-31-08. Subject to availability of funds for next fiscal year.  Modify PO BBG45-E-09-0092 to extend services and increase funds thru March 31, 2009. All else remains the same, 3 ea assignments at \$100.00 ea = \$300.00  <div style="text-align: center;">-- FUNDING SUMMARY --</div>		26.00	EA	100.00	2,600.00
20. TOTAL AMOUNT OF ALL PAGES						\$2,600.00

 2009 FEB 25 AM 9:53  
 ADMINISTRATION DEPT

HELD

# CONTINUATION SHEET

## MOMENTUM REQUISITION

MOMENTUM DOCUMENT NO. <b>FQ1088-08-FQ-00145</b>		DATE OF REQUISITION <b>02/24/2009</b>			
14. ITEM NO.	15. DESCRIPTION OF ARTICLES OR SERVICES	16. QUANTITY	17. UNIT	18. UNIT PRICE	19. AMOUNT
	<p>OCB 1088 2009 0206 448421 8050 2580</p> <p style="text-align: center;">\$2,600.00</p> <p>An additional amount of 10% or \$1,000.00, whichever is less, may be applied without additional approval when Procurement processes the award.</p>				<div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 0 auto;">             REQUISITION TEST              2009 FEB 25 AM 9:53           </div>

PCB  
ADMINISTRATION DEPT.  
2009 SEP 29 AM 8:15

Raul Rivero  
C/O Radio Marti.  
4201 NW 77 Ave.  
Miami, Fl. 33166  
Telephone: (b) (6)  
(b) (6)

INVOICE NUMBER # 00145-12 INVOICE DATE: 09-30-09 PO:BBG 45-E-09-0092.

PROMAM: Las Noticias como Son.

TOTAL	DATE DELIVERED	UNIT	QTY	
Las Noticias como Son	09-08-09	100.00	1	\$ 100.00
Las Noticias como Son	09-14-09	100.00	1	\$ 100.00
Las Noticias como Son	09-21-09	100.00	1	\$ 100.00
Las Noticias como Son	09-28-09	100.00	1	\$ 100.00

Total.....\$ 400.00

BBG 45-E-09-0092 1 & 400	
Original Number	Line # & Amount
9-30-09	9-28-09
Received Date	Acceptance Date
I certify the goods and services indicated on the invoice have been received by the BGC and are acceptable.	
Signature of Receiving Official	
9/28/09	
Signature of Admin	
9/29/09	
Administrative	
3054377032	

Raul Rivero  
C/O Radio Marti.  
4201 NW 77 Ave.  
Miami, Fl. 33166  
Telephone: (b) (6)  
(b) (6)

SEP 8 2009 AM 11:37

INVOICE NUMBER # 00145-11 INVOICE DATE: 08-31-09 PO:BBG 45-E-09-0092.

PROMAM: Las Noticias como Son.

TOTAL	DATE DELIVERED	UNIT	QTY	
Las Noticias como Son	08-03-09	100.00	1	\$ 100.00
Las Noticias como Son	08-10-09	100.00	1	\$ 100.00
Las Noticias como Son	08-17-09	100.00	1	\$ 100.00
Las Noticias como Son	08-24-09	100.00	1	\$ 100.00
Las Noticias como Son	08-31-09	100.00	1	\$ 100.00
Total.....				\$ 500.00

BBG 45-E-09-0092 14500-	
Obligation Number	Line # & Amount
9-8-09	8-31-09
Received Date	Acceptance Date
I certify the goods and services indicated on the invoice have been received by the BBG and are acceptable.	
9/8	
Signature of Receiving Official/ARCO	Date
Signature of Administrative Officer	Date
Administrative Officer Phone Number	
3054377032	



Raul Rivero  
C/O Radio Marti.  
4201 NW 77 Ave.  
Miami, Fl. 33166  
Telephone: (b) (6)  
(b) (6)

OCB  
ADMINISTRATION DEPT.

2009 JUL 31 PM 2: 01

INVOICE NUMBER #00145-10 INVOICE DATE: 07-31-09 PO:BBG 45-E-09-0092.

PROMAM: Las Noticias como Son.

TOTAL	DATE DELIVERED	UNIT	QTY	
Las Noticias como Son	07-06-09	100.00	1	\$ 100.00
Las Noticias como Son	07-13-09	100.00	1	\$ 100.00
Las Noticias como Son	07-20-09	100.00	1	\$ 100.00
Las Noticias como Son	07-27-09	100.00	1	\$ 100.00

Total.....\$ 400.00

BBG 45-E-09-0092 14400	
Obligation Number	Fine # & Amount
7-31-09	7-27-09
Received Date	Acceptance Date
I certify the goods and services indicated on the invoice have been received by the BBG and are acceptable.	
Signature of Receiver Official/ADP	
7/31	
Signature of Administrative Officer	
8/3/09	
Administrative Officer Phone Number	
3054377032	

Raul Rivero  
C/O Radio Marti.  
4201 NW 77 Ave.  
Miami, Fl. 33166  
Telephone: (b) (6)  
(b) (6)

ADMINISTRATION DEPT.  
2009 JUL -6 PM 2:28

INVOICE NUMBER # 00145-9 INVOICE DATE: 06-30-09 PO:BBG 45-E-09-0092.

PROMAM: Las Noticias como Son.

TOTAL	DATE DELIVERED	UNIT	QTY	
Las Noticias como Son	06-01-09	100.00	1	\$ 100.00
Las Noticias como Son	06-08-09	100.00	1	\$ 100.00
Las Noticias como Son	06-15-09	100.00	1	\$ 100.00
Las Noticias como Son	06-22-09	100.00	1	\$ 100.00
Las Noticias como Son	06-29-09	100.00	1	\$ 100.00
Total.....				\$ 500.00

BBG 45-E-09-0092 74500-	
Obligation Number	Line # & Amount
7-6-09	6-29-09
Received Date	Acceptance Date
I certify the goods and services indicated on the invoice have been received by the HRCI and are acceptable.	
<i>[Signature]</i>	
Signature of Receiver	Date
<i>[Signature]</i>	7/1/09
Signature of Administrator	Date
Administrative Contact Phone Number	
3051377032	

Raul Rivero  
C/O Radio Marti.  
4201 NW 77 Ave.  
Miami, Fl. 33166  
Telephone: (b) (6)  
(b) (6)

OCB  
ADMINISTRATION DEPT.

2009 JUN -1 PM 3:11

INVOICE NUMBER # 00145-8 INVOICE DATE: 05-30-09 PO:BBG 45-E-09-0092.

PROMAM: Las Noticias como Son.

TOTAL	DATE DELIVERED	UNIT	QTY	
Las Noticias como Son	05-04-09	100.00	1	\$ 100.00
Las Noticias como Son	05-11-09	100.00	1	\$ 100.00
Las Noticias como Son	05-18-09	100.00	1	\$ 100.00
Las Noticias como Son	05-25-09	100.00	1	\$ 100.00
Total.....				\$ 400.00

BBG 45-E-09-0092 14 400	
Obligation Number	Line # & Amount
6-1-09	5-25-09
Received Date	Acceptance Date
I certify the goods and services indicated on the invoice have been received by the BPG and are acceptable.	
6/1	
Signature of Administrative Officer/ARCO Date	
Signature of Administrative Officer Date	
Administrative Officer Phone Number	
3054377032	

OCB  
ADMINISTRATION DEPT.  
2009 APR 31 PM 2:09

Raul Rivero  
C/O Radio Marti.  
4201 NW 77 Ave.  
Miami, Fl. 33166  
Telephone: (b) (6)  
(b) (6)

INVOICE NUMBER # 00145-7 INVOICE DATE: 04-30-09 PO:BBG 45-E-09-0092.

PROMAM: Las Noticias como Son.

TOTAL	DATE DELIVERED	UNIT	QTY	
Las Noticias como Son	04-06-09	100.00	1	\$ 100.00
Las Noticias como Son	04-13-09	100.00	1	\$ 100.00
Las Noticias como Son	04-20-09	100.00	1	\$ 100.00
Las Noticias como Son	04-27-09	100.00	1	\$ 100.00
Total.....				\$ 400.00

BBG 45-E-09-0092 14 400

5-1-09	4-27-09
Received Date	Acceptance Date
I certify the goods and services indicated on the invoice have been received by the BBO and are acceptable.	
<i>[Signature]</i>	5/1
<i>[Signature]</i>	5/4/09
Date	
3054377032	

Raul Rivero  
C/O Radio Marti.  
4201 NW 77 Ave.  
Miami, Fl. 33166  
Telephone: (b) (6)  
(b) (6)

OCB  
ADMINISTRATION DEPT.  
2009 APR -2 PM 12:11

INVOICE NUMBER # 00145-6 INVOICE DATE: 03-30-09 PO:BBG 45-E-09-0092.

PROMAM: Las Noticias como Son.

TOTAL	DATE DELIVERED	UNIT	QTY	
Las Noticias como Son	03-02-09	100.00	1	\$ 100.00
Las Noticias como Son	03-09-09	100.00	1	\$ 100.00
Las Noticias como Son	03-16-09	100.00	1	\$ 100.00
Las Noticias como Son	03-23-09	100.00	1	\$ 100.00
Las Noticias como Son	03-30-09	100	1	\$ 100.00
Total.....				\$ 500.00

BBG 45-E-09-0092 19500	
Obligation Number	Line # & Amount
4-1-09	3-30-09
Received Date	Acceptance Date
I certify the goods and services indicated on the invoice have been received by the BBG and are acceptable.	
Signature of Receiving Official/ARCC	Da
Signature of Administrative Officer	Da
Administrative Officer Phone Number	
3054377032	

Raul Rivero  
C/O Radio Marti.  
4201 NW 77 Ave.  
Miami, Fl. 33166  
Telephone: (b) (6)  
(b) (6)

ADMINISTRATION REPT.  
2009 MAR -2 AM 11:42

INVOICE NUMBER # 00145-5 INVOICE DATE: 02-01-09 PO:BBG 45-E-09-0092.

PROMAM: Las Noticias como Son.

TOTAL	DATE DELIVERED	UNIT	QTY	
Las Noticias como Son	02-02-09	100.00	1	\$ 100.00
Las Noticias como Son	02-09-09	100.00	1	\$ 100.00
Las Noticias como Son	02-16-09	100.00	1	\$ 100.00
Las Noticias como Son	02-23-09	100.00	1	\$ 100.00

Total.....\$ 400.00

BBG45-E-09-0092 14400-	
Obligation Number	Line # & Amount
3-2-09	2-23-09
Received Date	Acceptance Date
I certify the goods and services indicated on the invoice have been received by the BGC and are acceptable.	
Signature of Receiving Official/ARCO Date 3/2	
Signature of Administrative Officer Date 3/3/09	
Administrative Officer Phone Number	
3054377032	

Raul Rivero  
C/O Radio Marti.  
4201 NW 77 Ave.  
Miami, Fl. 33166  
Telephone: (b) (6)  
(b) (6)

2010 JAN 27 12:11:55

INVOICE NUMBER # 00145-4 INVOICE DATE <sup>01-30-09</sup> ~~01-01-09~~ PO:BBG 45-E-09-0092.

PROMAM: Las Noticias como Son.

TOTAL	DATE DELIVERED	UNIT	QTY	
Las Noticias como Son	01-05-09	100.00	1	\$ 100.00
Las Noticias como Son	01-12-09	100.00	1	\$ 100.00
Las Noticias como Son	01-19-09	100.00	1	\$ 100.00
Las Noticias como Son	01-26-09	100.00	1	\$ 100.00

Total.....\$ 400.00

BBG45-E-09-0092 1x 400-	
Obligation Number	Line # & Amount
1-30-09	1-26-09
Received Date	Acceptance Date
I certify the goods and services indicated on the invoice have been received by the BRCI and are acceptable.	
4/30	
Signature of Receiver/Official/ARCO	Date
Signature of Administrative Officer	Date
Administrative Officer Phone Number	
3054377032	

Raul Rivero  
C/O Radio Marti.  
4201 NW 77 Ave.  
Miami, Fl. 33166  
Telephone: (b) (6)  
(b) (6)

008  
2009 JAN -5 PM 12:05

12-31-08 #4  
INVOICE NUMBER # 00145-3 INVOICE DATE: ~~12-01-08~~ PO:BBG 45-E-09-0092.

PROMAM: Las Noticias como Son.

TOTAL	DATE DELIVERED	UNIT	QTY	
Las Noticias como Son	12-01-08	100.00	1	\$ 100.00
Las Noticias como Son.	12-08-08	100.00	1	\$ 100.00
Las Noticias como Son.	12-15-08	100.00	1	\$ 100.00
Las Noticias como Son.	12-22-08	100.00	1	\$ 100.00
Las Noticias como Son.	12-29-08	100.00	1	\$ 100.00
Total.....				\$ 500.00

BBG 45-E-09-0092 17500	
Obligation Number	Line # & Amount
1-5-09	12-29-08
Received Date	Acceptance Date
I certify the goods and services indicated on the invoice have been received by the BGC and are acceptable.	
1/5	
Signature of Receiver Official/ARCO	Date
Signature of Administrative Officer	Date
Administrative Officer Phone Number	
3034377032	



Raul Rivero  
C/O Radio Marti.  
4201 NW 77 Ave.  
Miami, Fl. 33166  
Telephone: (b) (6)  
(b) (6)

2008 DEC -4 AM 11:39

12-01-08  
INVOICE NUMBER # 00145-2 INVOICE DATE: ~~11-01-08~~ PO:BBG 45-E-09-0092.

PROMAM: Las Noticias como Son.

TOTAL	DATE DELIVERED	UNIT	QTY	
Las Noticias como Son.	11-03-08	100.00	1	100.00
Las Noticias como Son.	11-10-08	100.00	1	100.00
Las Noticias como Son.	11-17-08	100.00	1	100.00
Las Noticias como Son.	11-24-08	100.00	1	100.00
Total.....				\$ 400.00

BBG 45-E-09-0092 to 400-	
Obligation Number	Line # & Amount
12-4-08	11-24-08
Received Date	Acceptance Date
I certify the goods and services indicated on the invoice have been received by the HRCI and are acceptable.	
12/4	
Signature of Receiving Official/ARCO Date	
Signature of Administrative Officer Date	
12/8/8	
Administrative Officer Phone Number	
3054377032	

008 Phone

Raul Rivero  
c/o Radio Marti  
4201 NW 77 Ave  
Miami, Fl. 33166  
Telephone: (b) (6)  
(b) (6)

2008 OCT 31 AM 10:12

INVOICE NUMBER # 00145-1 INVOICE DATE: ~~10-01-08~~ PO: BBG45-E-09-0092  
~~E-09-0092~~ 10-30-08  
Program: Las Noticias como Son.

	DATE DELIVERED	UNIT	QTY
--	----------------	------	-----

Las Noticias como Son	10-06-08	100.00	1	100.00
Las Noticias como Son	10-13-08	100.00	1	100.00
Las Noticias como Son	10-20-08	100.00	1	100.00
Las Noticias como Son	10-27-08	100.00	1	100.00

Total.....\$ 400.00

BBG45-E-09-0092 17400	
Obligation Number	Line # & Amount
10-30-08	10-27-08
Received Date	Acceptance Date
I certify the goods and services indicated on the invoice have been received by the HRC and are acceptable.	
Signature of Receiving Official (ARCO)	Date 10/31
Signature of Administrative Officer	Date 11/3/08
Administrative Officer Phone Number 3054377032	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. 003		3. EFFECTIVE DATE 04/20/2010		4. REQUISITION/PURCHASE REQ. NO. FQ 1088-09-FQ-00486
5. PROJECT NO. (If applicable)				
7. ISSUED BY Office of Cuba Broadcasting 4201 NW 77th Ave Miami, FL 33166		CODE OCB	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code) RAUL RIVERO (b) (6)				
(X) 9A. AMENDMENT OF SOLICITATION NO.				
9B. DATED (SEE ITEM 11)				
10A. MODIFICATION OF CONTRACT/ORDER NO. BBG45-E-10-0061				
X 10B. DATED (SEE ITEM 11) 10/15/2009				
CODE RIVER0893		FACILITY CODE 001		

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
2010-0206-OCB-1088-8050-2580-448421

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR CLAUSE 52.232-18 AVAILABILITY OF FUNDS

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
This Order is hereby modified to increase number of assignments, increase funds, change Contracting Officer from Gary Fletcher to Marisol Cruz and extend services thru 6/30/10.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.


15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marisol Cruz	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By  (Signature of Contracting Officer)	16C. DATE SIGNED 04/20/2010

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Description

Page Number

CS

Continuation Sheet..... 1

Summary Info Continuation Page  
Continuation Sheet

Line Number	Quantity	Unit	Unit Price	Total Cost (incl. disc and tax)
1	Original : 26.000000		Original: \$100.0000	Original: \$2,600.00
	Change: 13.000000		Change: \$0.0000	Change: \$1,300.00
	Total : 39.000000	EA	Total: \$100.0000	Total: \$3,900.00

Period of Performance: 10/01/2009 - 06/30/2010

Description: Radio News program participant in accordance with attached statement of work.

Extended Description:

Delivery Schedule:

Delivery Number	Delivery Date	Quantity
-----------------	---------------	----------

Contract/BPA Number: - 1

1.

2010-0206-OCB-1088-8050-2580-448421

Original Total: \$2,600.00

Change Total: \$1,300.00

Total: \$3,900.00

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Accounting Line Accounting and Appropriations Data:

Accounting and Funding Total:

Previous Total: \$2,600.00

Modification Total: \$1,300.00

Grand Total: \$3,900.00

IDC Constraints Line Item

Line Number	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
1	0.000000	\$0.00	0.000000	\$0.00

Descriptions & Specifications  
IDC Constraints Document

Packaging and Marking

*Inspection and Acceptance**Deliveries or Performance***PERIOD OF PERFORMANCE**

ITEM	START	END
1	10/01/2009	06/30/2010

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*Contract Administration Data*  
*Accounting Data*

*Special Contract Requirements*

*Contract Clauses*

*Exhibits and Attachments TOC*

Identifier	Title	Date	Number of Pages
4	MOD003 Signed SF30	04/20/2010	1

1/11/2010

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11/5/2009

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BPA  
BB645-A-04-0040/  
BB645-E-04-0042

## STATEMENT OF WORK

FOR: COMBINATION SERVICES; ORIGINAL WRITING AND VOICING  
OFFICE OF CUBA BROADCASTING - RADIO MARTI

PROGRAM NAME: RM NEWS - LAS NOTICIAS COMO SON

VENDOR: RAUL RIVERO

### Contractor Performance Requirements:

The contractor's shall perform a combination of services, original writing, voicing, researching topics to be discussed with respect to the OCB material for commentaries and special features. The contractor shall produce not less than 30 minutes broadcast material and may be required to provide one re-write of material submitted.

### Deadliness:

All work performed under this contract shall be completed and delivered within the time agreed upon by the contractor and the ordering office.

### Special Expertise Needed:

Contractor should have extensive knowledge of Cuba, its people, culture, institutions and political situation; ability to adapt English material, radio broadcast news experience, Journalism experience is also required.

### Assignment Rate and Estimate Usage of Contractor:

The estimated number of assignments is 1 weekly assignment at \$100.00 ea.. (See contracting for Talent and Other Professional Services Handbooks; Descriptions and Prices B.3.a.3.)

### Government Furnished Equipment:

The Contractor shall have access to the Agency's computer system and video equipment to perform the specific tasks assigned to him/her. Personal use of Government computers and other equipment is prohibited.

### Submission of Invoices:

The contractor shall submit a detailed invoice of the services performed and accepted by the Government.

### Contractor Performance Evaluation Criteria:

The quality and efficiency of the services performed by the Contractor shall be reviewed on a regular basis to ensure that the contractor is meeting the requirements of the Agency.

### Purchase Order Term and Obligation of Parties:

The term of this purchase order shall be for 13 weeks.

The contractor is obligated to furnish services up to the estimated amount of \$1,300.00. Additional services in excess of estimated amount may be requested provided upon the

mutual consent of the parties as indicated by the offer and acceptance of additional orders. The Agency may terminate this purchase order at its convenience at anytime if services are no longer needed or if in the event of unsatisfactory performance or improper conduct on the part of the Contractor.

Justification for Recommendation of Contractor:

This individual meets all performance criteria for this requirement, including all special knowledge and experience as described above. The Contractor has performed these services for Radio Marti-Office of Cuba Broadcasting during the past year. The result and benefit of this experience will greatly enhance programming. The Contractor was recommended based on his/her experience and qualification.

Page 2 of 5

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of \$\_\_\_\_\_. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided; contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed \$10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received  
by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

## REPORT OF REJECTIONS

Generated by: AMS

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BBB45-E-10-0061  
R. R. R. R.

**BROADCASTING BOARD OF GOVERNORS  
INTERNATIONAL BROADCASTING BUREAU (BBG/IBB-M/CON)  
SUPPLEMENTAL TERMS AND CONDITIONS -- PURCHASE ORDER WITH INDIVIDUALS  
OPTIONAL FORM 347 and FORM IBB-44**

**52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items)(Oct 2009).**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

- (1) The clauses listed below implement provisions of law or Executive order:
  - (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
  - (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
  - (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  - (iv) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)).
  - (v) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - (vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
  - (vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).
- (2) Listed below are additional clauses that apply:
  - (i) 52.232-1, Payments (Apr 1984).
  - (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
  - (iii) 52.232-11, Extras (Apr 1984).
  - (iv) 52.232-25, Prompt Payment (Oct 2008).
  - (v) 52.233-1, Disputes (July 2002).
  - (vi) 52.244-6, Subcontracts for Commercial Items (Aug 2009).
  - (vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

- (1) The clauses listed below implement provisions of law or Executive order:
  - (i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
  - (ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
  - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000 unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

- (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
  - (vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.)
  - (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
  - (viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—
    - (A) Delivered;
    - (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
    - (C) Furnished by the Contractor for use by the Government; or
    - (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)
  - (ix) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—
    - (A) Is set aside for small business concerns; or
    - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).
  - (x) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
  - (xi) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
  - (xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).
- (2) Listed below are additional clauses that may apply:
- (i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sept 2006) (Applies to contracts over \$30,000).
  - (ii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).
  - (iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub L. 110-247)(Applies to contracts greater than \$2500 that provide for the provision, the service, or the sale of food in the United States.)
  - (iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).
  - (iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(b) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon

request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.amet.gov/far/>.

- (c) *Inspection/Acceptance.* The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—
  - (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
  - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (d) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (e) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (f) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (g) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

**Additional Clauses for OF-347 and BBG-44 Added by M/CON:**

In addition to the Clauses and Provisions contained in the Form IBB-999, Supplemental Terms and Conditions Purchase Orders with Individuals, OF-347 and IBB-44, the following Clauses are also incorporated in this purchase order award:

(a) 52.204-7, Central Contractor Registration ((CCR) database is the primary Government repository for Contractor information required to conduct business with the Government.)

(b) 52.223-6, Drug Free workplace Certification. By Acceptance of this purchase order/contract and payment hereunder, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this purchase order/contract.

(c) 52.232-18 Availability of Funds, Funds are not presently available for the entire expected term of this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer through the issuance of a contract modification.

(d) 52.243-1, Changes—Fixed Price Alternate III (Applies to orders for professional services).

(e) FAR 37.101 Service Contract. This acquisition instrument is a "nonpersonal services contract" as that term is defined in the Federal Acquisition Regulation at Subpart 37.101. It is, therefore, understood and agreed that the Contractor and/or the Contractor's employee: (1) Shall perform the services specified herein as independent contractors, not as employees of the Government; (2) Shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) Shall be free from supervision or control by any Government employee with respect to the manner or method of performance of the services specified; but (4) Shall, pursuant to the Government's right and obligation to inspect, accept, or reject the work, comply with such general direction of the Contracting Officer or the duly Authorized Representative of the Contracting Officer (AR/CO) as is necessary to ensure accomplishment of the contract objectives.

(f) Government - Contractor Relations

(1) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(2) Contractor personnel under this contract shall not:

(i) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.



- (ii) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other BBG contracts, or become a part of the Government organization.
- (iii) Be used in administration or supervision of Government procurement activities.

(3) Employee relationship.

- (i) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.
- (ii) Rules, regulations, directives, and requirements that are issued by Broadcasting Board of Governors under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(4) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

- (i) Payments by the Government under this contract are not subject to Federal income tax withholdings.
- (ii) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.
- (iii) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.
- (iv) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.
- (v) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(5) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

- (i) The Contractor should notify the Contracting Officer in writing promptly, within three calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.
- (ii) The Contracting Officer will promptly, within three calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:
  - (a) Confirm that the conduct is in violation and when necessary direct the mode of further performance,
  - (b) Countermand any communication regarded as a violation,
  - (c) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
  - (d) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of additional clauses)

BBG45-A-09-0090/  
BBG45-E-09-0092

**OFFICE OF CUBA BROADCASTING**

4201 N.W. 77<sup>TH</sup> Avenue  
Miami, FL 33166

October 27, 2008

**SUBJECT:** Fiscal Year 2009 Blanket Purchase Agreement (BPA) and Call Order

Enclosed with this letter are your BPA and Call Order. The BPA is effective for Fiscal Year 2009 (Oct 1, 2008 to September 30, 2009). The Call Order is currently only funded through 31 December 2008. If the services are still needed and funding becomes available, the call order will be modified to extend the contract.

Please review the attached documents, and if agreed, sign in block 19B and complete blocks 19a and 19c. Then return one copy of the BPA to me at:

Office of Cuba Broadcasting  
Office of Administration, Attn: Gary Fletcher  
4201 NW 77<sup>th</sup> Ave  
Miami, FL 33166

If you have any questions concerning this letter, the BPA, the call order, invoicing, or anything related to these contracts, please do not hesitate to get in contact with me. My phone number is 305-437-7032; FAX number is 305-437-7046; and e-mail address is [gletcher@ocb.ibb.gov](mailto:gletcher@ocb.ibb.gov).

Sincerely,

  
Gary Fletcher  
Contracting Officer  
Office of Administration (OCB/A)

Atch:

1. BPA
2. Call Order



**Broadcasting Board of Governors**

## Scope of Blanket Purchase Agreement – Radio News Department

B. No additional changes can be made in the scope and terms of this agreement unless there is advance written approval by the BBG/OCB/A Contracting Officer. No other person connected with the BBG/OCB can authorize additional work or additional costs which may affect the agreement price. Such terms must be negotiated and agreed upon, in advance and written modification to the agreement issued.

### **ARTICLE IV – METHOD OF ORDERING**

All call orders placed hereunder are subject to the terms and conditions of this agreement which shall control in the event of conflict. All call orders placed under this BPA shall be confirmed with a written work order.

### **ARTICLE V - AUTHORIZED REPRESENTATIVES**

The individual Government employees listed below will request orders be placed under this Blanket Purchase Agreement and accept Contractor performance through approval of submitted invoices:

Clara Dominguez  
Luis Covarrubias  
Jorge Luis Hernandez

### **ARTICLE VI - PAYMENTS/INVOICING**

Payments will be by Electronic Funds Transfer (EFT). Payments shall be based upon the number of assignments at the prices established herein by the BBG/OCB in Article I. A detailed itemized invoice shall be submitted on a weekly, bi-weekly, or monthly basis for the services performed and accepted by the Government. Partial payments are authorized.

Invoices shall contain, at a minimum, the following information:

1. Name, address and telephone number of contractor.
2. This BPA number, Purchase Order number and line item number.
3. Invoice date and unique sequential invoice number.
4. Itemized description of services furnished, to include, quantity, unit price and total amount due.
5. Date of performance.
6. Vendor's Taxpayer Identification number (TIN) and DUNS number.
7. Any other pertinent information.

All invoices shall be submitted to the address specified on the written order.

(d) *Inspection/Acceptance.* The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—

- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

(ii) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other BBG contracts, or become a part of the Government organization.

(iii) Be used in administration or supervision of Government procurement activities.

(3) Employee relationship.

- (i) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.
- (ii) Rules, regulations, directives, and requirements that are issued by Broadcasting Board of Governors under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(4) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

- (i) Payments by the Government under this contract are not subject to Federal income tax withholdings.
- (ii) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.
- (iii) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.
- (iv) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.
- (v) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(5) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

- (i) The Contractor should notify the Contracting Officer in writing promptly, within three calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in

requisite skills (e.g., inadequate proficiency in the language or culture) may be deemed as evidence of misrepresentation and grounds for immediate Termination for Default as noted previously.

- (5) Accurate Invoicing. The Contractor shall submit invoices that properly reflect the work performed. Submittal of an invoice that does not accurately reflect or otherwise misrepresents the work performed may be considered fraud subjecting the Contractor to immediate "Termination for Cause."
- (6) Misrepresentation of Contractual Relationship/Conflict of Interest. The Contractor shall not take any actions, produce any documentation, or disseminate any information via any medium which misrepresents the character of the independent contractual relationship created by this Contract or which conflicts with the mission and goals of the Government/Agency, including but not limited to: (1) creation of business cards, letterheads, or promotional materials utilizing government logos or other identifiable markings; (2) creation of a web site or internet blog containing Government/Agency logos, symbols, or other identifiable markings, or purporting to represent the Government/Agency (3) attempting to enter into agreements with third parties purporting to have contractual or other authority to legally bind the Government/Agency. A violation of this paragraph may subject the Contractor to an immediate "Termination for Cause."
- (7) Criminal or other Legal Actions. Nothing in this section is in lieu of any legal actions that may be taken by or on behalf of the government in the protection of its rights, property or interest. In certain circumstances the Contractor may be subject to criminal actions as allowed by law. Criminal charges may be pursued for the following actions, including but not limited to: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents, electronic files, or records; or concealment of material facts by willful omission from official documents, electronic files, or hard copy records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form in the work place and/or utilizing GFE or GFM for such purposes; and unlawful possession of weapons.

(End of clause)

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

PAGE OF PAGES

3

3

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

11/01/1999

P009-1014

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
17 (i) .						

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))